

**Amendment to the Agreement
Between
ACCESS Integrated Networks, Inc.
and
BellSouth Telecommunications, Inc.
Dated October 10, 2004**

Pursuant to this Amendment, (the "Amendment"), ACCESS Integrated Networks, Inc. ("ACCESS Integrated"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 10, 2004 ("Agreement") to be effective upon the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and ACCESS Integrated entered into the Agreement on October 10, 2004, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Attachment 4, Collocation in its entirety and replace with Exhibit 1, Attachment 4 attached hereto and incorporated herein.
2. All of the other provisions of the Agreement, dated October 10, 2004, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 

For Name: Kristen Rowe

Title: Director

Date: 7/29/05

ACCESS Integrated Networks, Inc.

By: 

Name: Vincent M. Oddo

Title: President & CEO

Date: 7/28/05

Attachment 4

Central Office Physical Collocation

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BELLSOUTH**CENTRAL OFFICE PHYSICAL COLLOCATION****1. Scope of Attachment**

1.1 BellSouth Premises. The rates, terms, and conditions contained within this Attachment shall only apply when ACCESS Integrated is physically collocated as a sole occupant or as a Host within a BellSouth Premises pursuant to this Attachment. BellSouth Premises, as defined in this Attachment, includes BellSouth Central Offices and Serving Wire Centers (hereinafter “BellSouth Premises”). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. If the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment.

1.2 Right to Occupy

1.2.1 BellSouth shall offer to ACCESS Integrated collocation on rates, terms, and conditions that are just, reasonable, nondiscriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow ACCESS Integrated to occupy a certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by ACCESS Integrated and agreed to by BellSouth (hereinafter “Collocation Space”). Except as otherwise specified, any references to Collocation Space shall be for physical collocation. The necessary rates, terms and conditions for a premises as defined by the FCC, other than BellSouth Premises, shall be negotiated upon reasonable request for collocation at such premises.

1.2.2 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth in this Attachment.

1.2.2.1 In all states other than Florida, the size specified by ACCESS Integrated may contemplate a request for space sufficient to accommodate ACCESS Integrated’s growth within a twenty-four (24) month period.

1.2.2.2 In the state of Florida, the size specified by ACCESS Integrated may contemplate a request for space sufficient to accommodate ACCESS Integrated’s growth within an eighteen (18) month period.

1.3 Space Allocation. BellSouth shall assign ACCESS Integrated Collocation Space that utilizes existing infrastructure (e.g., heating, ventilation, air conditioning (HVAC), lighting and available power), if such space is available for collocation. Otherwise, BellSouth shall attempt to accommodate ACCESS Integrated's

requested space preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not materially increase ACCESS Integrated's cost or materially delay ACCESS Integrated's occupation and use of the Collocation Space, assign Collocation Space that will impair the quality of service or otherwise limit the service ACCESS Integrated wishes to offer, reduce unreasonably the total space available for physical collocation or preclude reasonable physical collocation within the BellSouth Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of the BellSouth Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.

- 1.4 Transfer of Collocation Space. ACCESS Integrated shall be allowed to transfer Collocation Space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space shall be contingent upon BellSouth's approval, which will not be unreasonably withheld; (3) ACCESS Integrated has no unpaid, undisputed collocation charges; and (4) the transfer of the Collocation Space is in conjunction with ACCESS Integrated's sale of all, or substantially all, of the in-place collocation equipment to the same CLEC.
- 1.4.1 The responsibilities of ACCESS Integrated shall include: (1) submitting a letter of authorization to BellSouth for the transfer; (2) entering into a transfer agreement with BellSouth and the acquiring CLEC; and (3) returning all Security Access Devices to BellSouth. The responsibilities of the acquiring CLEC shall include: (1) submitting an application to BellSouth for the transfer of the Collocation Space; (2) satisfying all requirements of its interconnection agreement with BellSouth; (3) submitting a letter to BellSouth for the assumption of services; and (4) entering into a transfer agreement with BellSouth and ACCESS Integrated.
- 1.4.2 In conjunction with a transfer of Collocation Space, any services associated with the Collocation Space shall be transferred pursuant to separately negotiated rates, terms and conditions.
- 1.5 Space Reclamation
- 1.5.1 In the event of space exhaust within a BellSouth Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the BellSouth Premises. ACCESS Integrated will be

responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.

- 1.5.2 BellSouth may reclaim unused Collocation Space when a BellSouth central office is at, or near, space exhaustion and ACCESS Integrated cannot demonstrate that ACCESS Integrated will utilize the Collocation Space within a reasonable time. In the event of space exhaust or near exhaust within a BellSouth Premises, BellSouth will provide written notice to ACCESS Integrated requesting that ACCESS Integrated release non-utilized Collocation Space to BellSouth, when one hundred percent (100%) of the Collocation Space in ACCESS Integrated's collocation arrangement is not being utilized.
- 1.5.3 Within twenty (20) days of receipt of written notification from BellSouth, ACCESS Integrated shall either: (1) return the non-utilized Collocation Space to BellSouth, in which case ACCESS Integrated shall be relieved of all obligations for charges associated with that portion of the Collocation Space applicable from the date the Collocation Space is returned to BellSouth; or (2) for all states, with the exception of Florida, provide BellSouth with information demonstrating that the Collocation Space will be utilized within twenty-four (24) months from the date ACCESS Integrated accepted the Collocation Space (Acceptance Date) from BellSouth. For Florida, ACCESS Integrated shall provide information to BellSouth demonstrating that the Collocation Space will be utilized within eighteen (18) months from the Acceptance Date.
- 1.5.4 Disputes concerning BellSouth's claim of central office space exhaust, or near exhaust, or ACCESS Integrated's refusal to return requested Collocation Space should be resolved by BellSouth and ACCESS Integrated pursuant to the dispute resolution language in Section 8 of General Terms and Conditions.
- 1.6 Use of Space. ACCESS Integrated shall use the Collocation Space for the purpose of installing, maintaining and operating ACCESS Integrated's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth's services/facilities or for accessing BellSouth's unbundled network elements for the provision of telecommunications services, as specifically set forth in this Agreement. The Collocation Space assigned to ACCESS Integrated may not be used for any purposes other than as specifically described herein or in any amendment hereto.
- 1.7 Rates and Charges. ACCESS Integrated agrees to pay the rates and charges identified in Exhibit B.
- 1.8 Due Dates. If any due date contained in this Attachment falls on a weekend or a national holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less, national holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day,

Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

- 1.9 Compliance. Subject to Section 24 of General Terms and Conditions, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Optional Space Availability Report

- 2.1 Upon request from ACCESS Integrated and at ACCESS Integrated's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is currently available for collocation at a particular BellSouth Premises. This report will include the amount of Collocation Space available at the BellSouth Premises requested, the number of collocators present at the BellSouth Premises, any modifications in the use of the space since the last report on the BellSouth Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the BellSouth Premises for which the Space Availability Report was requested by ACCESS Integrated.

- 2.1.1 The request from ACCESS Integrated for a Space Availability Report must be in writing and include the BellSouth Premises street address, as identified in the LERG, and the CLLI code for the BellSouth Premises requested. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular BellSouth Premises within ten (10) days of the receipt of such request.

- 2.1.3 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth Region, shall be negotiated between the Parties.

3. Collocation Options

- 3.1 Cageless Collocation. BellSouth shall allow ACCESS Integrated to collocate ACCESS Integrated's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ACCESS Integrated to have direct access to ACCESS Integrated's equipment and facilities in accordance with Section 5.12 below. BellSouth shall make cageless collocation available in single bay increments. Except where ACCESS Integrated's equipment requires special

technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ACCESS Integrated must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged Collocation

3.2.1 BellSouth will make caged Collocation Space available in fifty (50) square foot increments. At ACCESS Integrated's option and expense, ACCESS Integrated will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, ACCESS Integrated and ACCESS Integrated's BellSouth Certified Supplier must comply with the more stringent local building code requirements. ACCESS Integrated's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at ACCESS Integrated's expense, documentation, which may include existing building architectural drawings, enclosure drawings, specifications, etc., necessary for ACCESS Integrated's BellSouth Certified Supplier to obtain all necessary permits and/or other licenses. ACCESS Integrated's BellSouth Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by ACCESS Integrated's BellSouth Certified Supplier. ACCESS Integrated must provide the local BellSouth Central Office Building Contact with two (2) Access Keys that will allow entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access ACCESS Integrated's locked enclosure prior to notifying ACCESS Integrated at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to ACCESS Integrated's Collocation Space is required. Upon request, BellSouth shall construct the enclosure for ACCESS Integrated.

3.2.2 In the event ACCESS Integrated's BellSouth Certified Supplier will construct the collocation arrangement enclosure, BellSouth may elect to review ACCESS Integrated's plans and specifications, prior to allowing the construction to start, to ensure compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify ACCESS Integrated of its desire to conduct this review in BellSouth's Application Response, as defined herein, to ACCESS Integrated's Initial Application. If ACCESS Integrated's Initial Application does not indicate its desire to construct its own enclosure and ACCESS Integrated subsequently

decides to construct its own enclosure prior to BellSouth's Application Response, then ACCESS Integrated will resubmit its Initial Application, indicating its desire to construct its own enclosure. If ACCESS Integrated subsequently decides to construct its own enclosure after the bona fide firm order (hereinafter "BFFO") has been accepted by BellSouth, ACCESS Integrated will submit a Subsequent Application, as defined in Section 6.2 below. If BellSouth elects to review ACCESS Integrated's plans and specifications, then BellSouth will provide notification to ACCESS Integrated within ten (10) days after the Initial Application BFFO date or, if a Subsequent Application is submitted as set forth in the preceding sentence, then the Subsequent Application BFFO date. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of ACCESS Integrated's plans and specifications. Regardless of whether or not BellSouth elects to review ACCESS Integrated's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to ACCESS Integrated's submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of ACCESS Integrated's written notification that the enclosure has been completed. Within seven (7) days after BellSouth has completed its inspection of ACCESS Integrated's caged Collocation Space BellSouth shall require ACCESS Integrated, at ACCESS Integrated's expense, to remove or correct any structure that does not meet ACCESS Integrated's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

- 3.3.1 ACCESS Integrated may allow other telecommunications carriers to share ACCESS Integrated's caged Collocation Space, pursuant to the terms and conditions agreed to by ACCESS Integrated (Host) and the other telecommunications carriers (Guests) contained in this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to ACCESS Integrated. BellSouth shall be notified in writing by ACCESS Integrated upon the execution of any agreement between the Host and its Guest(s) prior to the submission of an application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by ACCESS Integrated that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and ACCESS Integrated. The term of the agreement between the Host and its Guest(s) shall not exceed the term of this Agreement between BellSouth and ACCESS Integrated.
- 3.3.2 ACCESS Integrated, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security

requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide ACCESS Integrated with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. There will be a minimum charge of one (1) bay/rack per Host/Guest. In addition to the above, for all states other than Florida, ACCESS Integrated shall be the responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own Initial Application and Subsequent Applications for equipment placement using the Host's ACNA. A separate Guest application shall result in the assessment of an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written Application Response to the Guest(s) Bona Fide application.

3.3.3 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and/or access to Network Elements. The bill for these interconnecting facilities, services and Network Elements will be charged to the Guest(s) pursuant to the applicable BellSouth Tariff or the Guest's Interconnection Agreement with BellSouth.

3.3.4 ACCESS Integrated shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ACCESS Integrated's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.4 Adjacent Collocation

3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on BellSouth Premises' property only when space within the requested BellSouth Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the BellSouth Premises' property. An Adjacent Arrangement shall be constructed or procured by ACCESS Integrated or ACCESS Integrated's BellSouth Certified Supplier and must be in conformance with the provisions of BellSouth's design and construction specifications. Further, ACCESS Integrated shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the applicable rates, terms and conditions set forth in this Attachment.

3.4.2 If ACCESS Integrated requests Adjacent Collocation, pursuant to the conditions stated in Section 3.4 above, ACCESS Integrated must arrange with a BellSouth Certified Supplier to construct or procure the Adjacent Arrangement structure in accordance with BellSouth's specifications. BellSouth will provide the appropriate

specifications upon request. Where local building codes require specifications more stringent than BellSouth's own specifications, ACCESS Integrated and ACCESS Integrated's BellSouth Certified Supplier shall comply with the more stringent local building code requirements. ACCESS Integrated's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. ACCESS Integrated's BellSouth Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated to comply with this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by ACCESS Integrated's BellSouth Certified Supplier. ACCESS Integrated must provide the local BellSouth Central Office Building Contact with two (2) cards, keys or other access devices used to gain entry into the locked enclosure. Except in the case of an emergency, BellSouth will not access ACCESS Integrated's locked enclosure prior to notifying ACCESS Integrated at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the Collocation Space is required.

3.4.3 ACCESS Integrated must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review ACCESS Integrated's plans and specifications prior to the construction of an Adjacent Arrangement to ensure ACCESS Integrated's compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from ACCESS Integrated for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to ACCESS Integrated's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of ACCESS Integrated's written notification that the Adjacent Arrangement has been completed. Within seven (7) days after BellSouth has completed its inspection of ACCESS Integrated's Adjacent Arrangement, BellSouth shall require ACCESS Integrated, at ACCESS Integrated's expense, to remove or correct any structure that does not meet its submitted plans and specifications or BellSouth's specifications, as applicable.

3.4.4 ACCESS Integrated shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At ACCESS Integrated's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical Collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical Collocation arrangement. In Alabama and Louisiana, at ACCESS Integrated's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term has been defined by the FCC, and in accordance with applicable law. BellSouth will provide DC power in an Adjacent

Arrangement provided that such provisioning can be done in compliance with the National Electric Code (NEC), all safety and building codes, and any local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and provisioning intervals. ACCESS Integrated will pay for any and all DC power construction and provisioning costs to an Adjacent Arrangement through individual case basis (ICB) pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. ACCESS Integrated's BellSouth Certified Supplier shall be responsible, at ACCESS Integrated's sole expense, for filing the required documentation to obtain any and all necessary permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement, pursuant to the terms and conditions set forth in Section 3.3 above.

3.5 Direct Connect

3.5.1 BellSouth will permit ACCESS Integrated to directly interconnect between its own physical/virtual Collocation Spaces within the same BellSouth central office (Direct Connect). ACCESS Integrated shall contract with a BellSouth Certified Supplier to place the Direct Connect, which shall be provisioned using facilities owned by ACCESS Integrated. A Direct Connect shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the actual common cable support structure used by ACCESS Integrated to provision the Direct Connect between its physical/virtual Collocation Spaces. In those instances where ACCESS Integrated's physical/virtual Collocation Spaces are contiguous in the central office, ACCESS Integrated will have the option of using ACCESS Integrated's own technicians to deploy the Direct Connect using either electrical or optical facilities between its Collocation Spaces by constructing its own dedicated cable support structure. ACCESS Integrated will deploy such electrical or optical connections directly between its own equipment without being routed through BellSouth's equipment or common cable support structure. ACCESS Integrated may not self-provision a Direct Connect on any BellSouth distribution frame, POT Bay, Digital System Cross-Connect (DSX) panel or Light Guide Cross-Connect (LGX) panel. ACCESS Integrated is solely responsible for ensuring the integrity of the signal.

3.5.2 To place an order for a Direct Connect, ACCESS Integrated must submit an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of a Direct Connect, the Co-Carrier Cross Connect/Direct Connect Application Fee for Direct Connect, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a Direct Connect, either an Initial Application Fee or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth

will bill this nonrecurring charge on the date that BellSouth provides an Application Response to ACCESS Integrated.

3.6 Co-Carrier Cross Connect (CCXC)

3.6.1 A CCXC is a cross connection between ACCESS Integrated and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Premises. Where technically feasible, BellSouth will permit ACCESS Integrated to interconnect between its Collocation Space(s) and the physical/virtual collocation space(s) of another collocated telecommunications carrier(s) within the same BellSouth Premises via a CCXC, pursuant to the FCC's Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of a CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to ACCESS Integrated upon ACCESS Integrated's request for the CCXC. ACCESS Integrated is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.6.2 ACCESS Integrated must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by ACCESS Integrated. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. ACCESS Integrated shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by ACCESS Integrated to provision the CCXC to the other collocated telecommunications carrier. In those instances where ACCESS Integrated's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, ACCESS Integrated may use its own technicians to install the CCXC using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two (2) contiguous cages. ACCESS Integrated shall deploy such electrical or optical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. ACCESS Integrated shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. ACCESS Integrated is solely responsible for ensuring the integrity of the signal.

3.6.3 To place an order for a CCXC, ACCESS Integrated must submit an application to BellSouth. If no modification to the Collocation Space is requested other than the

placement of a CCXC, the Co-Carrier Cross Connect/Direct Connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, either an Initial Application or a Subsequent Application Fee will apply, pursuant to Section 6.2 below. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to ACCESS Integrated.

4. Occupancy

- 4.1 Space Ready Notification. BellSouth will notify ACCESS Integrated in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. ACCESS Integrated will schedule and complete an acceptance walkthrough of new or additional provisioned Collocation Space with BellSouth within fifteen (15) days after the Space Ready Date. BellSouth will correct any identified deviations from ACCESS Integrated's original or jointly amended application within seven (7) days after the walkthrough, unless the Parties mutually agree upon a different time frame. BellSouth will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those deviations identified in the initial walkthrough. If ACCESS Integrated completes its acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, billing will begin upon the date of ACCESS Integrated's acceptance of the Collocation Space (Space Acceptance Date). In the event ACCESS Integrated fails to complete an acceptance walkthrough within the fifteen (15) day interval associated with the applicable Space Ready Date, the Collocation Space shall be deemed accepted by ACCESS Integrated on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If ACCESS Integrated decides to occupy the Collocation Space prior to the Space Ready Date, the date ACCESS Integrated occupies the space is deemed the Space Acceptance Date and billing will begin from that date.
- 4.4 ACCESS Integrated shall notify BellSouth in writing that its collocation equipment installation is complete. ACCESS Integrated's collocation equipment installation is complete when ACCESS Integrated's equipment is connected to BellSouth's network for the purpose of provisioning Telecommunication Services to ACCESS Integrated's End Users. BellSouth may refuse to accept any orders for cross-connects until it has received such notice from ACCESS Integrated.
- 4.5 Termination of Occupancy
- 4.5.1 In addition to any other provisions addressing termination of occupancy in this Agreement, ACCESS Integrated may terminate its occupancy of a particular

Collocation Space by submitting a Subsequent Application requesting termination of occupancy for such Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date that ACCESS Integrated and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that ACCESS Integrated signs off on the Space Relinquishment Form and sends this form to BellSouth, provided no discrepancies are found during BellSouth's subsequent inspection of the terminated space. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and ACCESS Integrated jointly conduct an inspection, confirming that ACCESS Integrated has corrected all of the noted discrepancies identified by BellSouth. A Subsequent Application Fee will not apply for the termination of occupancy; however, specific disconnect fees may apply to the services terminating to such Collocation Space. The particular disconnect fees that would apply in each state are contained in Exhibit B. BellSouth may terminate ACCESS Integrated's right to occupy Collocation Space in the event ACCESS Integrated fails to comply with any provision of this Agreement, provided BellSouth gives ACCESS Integrated fifteen (15) days prior written notice of the failure to comply and gives ACCESS Integrated an opportunity to cure. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

- 4.5.2 Upon termination of occupancy, ACCESS Integrated, at its sole expense, shall remove its equipment and any other property owned, leased or controlled by ACCESS Integrated from the Collocation Space. ACCESS Integrated shall have thirty (30) days from the BFFO date (Termination Date) to complete such removal, including the removal of all equipment and facilities of ACCESS Integrated's Guest(s), unless ACCESS Integrated's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Collocation Space to the Guest(s) prior to ACCESS Integrated's Termination Date.

- 4.5.3 ACCESS Integrated shall continue the payment of all monthly recurring charges to BellSouth until the date ACCESS Integrated, and if applicable ACCESS Integrated's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. If ACCESS Integrated or ACCESS Integrated's Guest(s) fails to vacate the Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of ACCESS Integrated or ACCESS Integrated's Guest(s), in any manner that BellSouth deems fit, at ACCESS Integrated's expense and with no liability whatsoever for ACCESS Integrated's property or ACCESS Integrated's Guest(s)'s property.
- 4.5.4 Upon termination of ACCESS Integrated's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's central office space inventory. ACCESS Integrated shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by ACCESS Integrated, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. ACCESS Integrated's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, BellSouth's Central Office Record Drawings and ERMA Records. ACCESS Integrated shall be responsible for the cost of removing any ACCESS Integrated constructed enclosure, as well as any supporting structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type

- 5.1.1 BellSouth shall permit the collocation and use of any equipment necessary for interconnection to BellSouth's network and/or access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by 47 C.F.R. § 51.323 (b). The primary purpose and function of any equipment collocated in a BellSouth Premises must be for interconnection to BellSouth's network or access to BellSouth's unbundled network elements in the provision of telecommunications services. Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated

telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on a BellSouth Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to allow the collocation of any equipment on a nondiscriminatory basis.

- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on ACCESS Integrated's failure to comply with this Section.
- 5.2 Terminations. ACCESS Integrated shall not request more DS0, DS1, DS3 and/or optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the Collocation Space. The total capacity of the equipment collocated in the Collocation Space will include equipment contained in an application, as well as any equipment already placed in the Collocation Space. If full network termination capacity of the equipment being installed is not requested in the application submitted by ACCESS Integrated, additional network terminations for the installed equipment will require the submission of a Subsequent Application. In the event ACCESS Integrated submits an application for terminations that will exceed the total capacity of the collocated equipment, ACCESS Integrated will be informed of the discrepancy by BellSouth and required to submit a revision to the application.
- 5.3 Security Interest in Equipment. Commencing with the most current calendar quarter after the effective date of this Attachment, and thereafter with respect to each subsequent calendar quarter during the term of this Agreement, ACCESS Integrated will, no later than thirty (30) days after the close of such calendar quarter, provide a report to ICS Collocation Product Management, Room 34A55, 675 W. Peachtree Street, Atlanta, Georgia 30375, listing any equipment in the Collocation Space (i) that was added during the calendar quarter to which such report pertains, and (ii) for which there is a UCC-1 lien holder or another entity that has a secured financial interest in such equipment (Secured Equipment). If no Secured Equipment has been installed within a given calendar quarter, no report shall be due hereunder in connection with such calendar quarter.
- 5.4 No Marketing. ACCESS Integrated shall not use the Collocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the BellSouth Premises.

- 5.5 Equipment Identification. ACCESS Integrated shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of ACCESS Integrated's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify ACCESS Integrated's equipment in the case of an emergency. For caged Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.6 Entrance Facilities. ACCESS Integrated may elect to place ACCESS Integrated-owned or ACCESS Integrated leased fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection in close proximity to the BellSouth Premises housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. ACCESS Integrated will provide and place fiber cable in the entrance manhole of sufficient length to be pulled through conduit and into the splice location. ACCESS Integrated will provide and install a sufficient length of fire retardant riser cable, to which BellSouth will splice the entrance cable. The fire retardant riser cable will extend from the splice location to ACCESS Integrated's equipment in ACCESS Integrated's Collocation Space. In the event ACCESS Integrated utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ACCESS Integrated must contact BellSouth for authorization and instruction prior to placing any entrance facility cable in an entrance manhole or cable vault. ACCESS Integrated is responsible for the maintenance of the entrance facilities. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of ACCESS Integrated's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.
- 5.6.1 Microwave Transmission Facilities. At ACCESS Integrated's request, BellSouth will accommodate, where technically feasible and space is available, a microwave entrance facility, pursuant to separately negotiated rates, terms and conditions.
- 5.6.2 Copper and Coaxial Cable Entrance Facilities. In Florida and Georgia BellSouth shall permit ACCESS Integrated to use copper or coaxial cable entrance facilities, if approved by the Commission, but only in those rare instances where ACCESS Integrated demonstrates a necessity and entrance capacity is not at or near exhaust in a particular BellSouth Premises in which ACCESS Integrated's Collocation Space is located. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point; unless BellSouth determines that limited space is available for the placement of these entrance facilities.
- 5.7 Dual Entrance Facilities. BellSouth will provide at least two (2) interconnection points at each BellSouth Premises where at least two (2) such interconnection points are available and capacity exists. Upon receipt of a request by ACCESS

Integrated for dual entrance facilities to its physical Collocation Space, BellSouth shall provide ACCESS Integrated with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for the installation of a second entrance facility to ACCESS Integrated's Collocation Space. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance facilities are not available due to a lack of capacity, BellSouth will provide this information to ACCESS Integrated in the Application Response.

5.8 Shared Use

5.8.1 ACCESS Integrated may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to ACCESS Integrated's Collocation Space within the same BellSouth Premises.

5.8.2 BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. ACCESS Integrated must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier authorizing BellSouth to perform the splice of the ACCESS Integrated-provided riser cable to the spare capacity on the other telecommunications carrier's entrance facility. If ACCESS Integrated desires to allow another telecommunications carrier to use its entrance facilities, the telecommunications carrier must arrange with BellSouth in accordance with BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from ACCESS Integrated authorizing BellSouth to perform the splice of the telecommunications carrier's provided riser cable to the spare capacity on ACCESS Integrated's entrance facility.

5.9 Demarcation Point

5.9.1 In Tennessee, if ACCESS Integrated elects the Tennessee Regulatory Authority (TRA) rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Demarcation Point, will be effective in conjunction with the remaining terms and conditions of this Attachment.

5.9.2 BellSouth will designate the point(s) of demarcation between ACCESS Integrated's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. ACCESS Integrated shall be responsible for providing the necessary cabling and ACCESS Integrated's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling the common block and any necessary cabling identified in Section 7 below. ACCESS Integrated or its agent must perform all required

maintenance to the equipment/facilities on its side of the demarcation point, pursuant to Section 5.10 below, and may self-provision cross-connects that may be required within its own Collocation Space to activate service requests.

- 5.10 Equipment and Facilities. ACCESS Integrated, or if required by this Attachment, ACCESS Integrated's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, and maintenance/repair of the equipment and network facilities used by ACCESS Integrated, which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. ACCESS Integrated and its designated BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.

5.11 BellSouth's Access to Collocation Space

- 5.11.1 From time to time, BellSouth may require access to ACCESS Integrated's Collocation Space. BellSouth retains the right to access ACCESS Integrated's Collocation Space for the purpose of making BellSouth equipment and building modifications (e.g., installing, altering or removing racking, ducts, electrical wiring, HVAC, and cabling). In such cases, BellSouth will give notice to ACCESS Integrated at least forty-eight (48) hours before access to ACCESS Integrated's Collocation Space is required. ACCESS Integrated may elect to be present whenever BellSouth performs work in the ACCESS Integrated's Collocation Space. The Parties agree that ACCESS Integrated will not bear any of the expense associated with this type of work.

- 5.11.2 In the case of an emergency, BellSouth will provide oral notice of entry as soon as reasonably practicable after such entry.

- 5.11.3 ACCESS Integrated must provide the local BellSouth Central Office Building Contact with two (2) Access Devices that will allow BellSouth entry into any enclosed and locked Collocation Space including, but not limited to, an Adjacent Arrangement, pursuant to the requirements contained in this Section.

5.12 ACCESS Integrated's Access

- 5.12.1 Pursuant to Section 12 below, ACCESS Integrated shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. ACCESS Integrated agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of ACCESS Integrated or ACCESS Integrated's Guest(s) with ACCESS Integrated's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The

appropriate key acknowledgement forms (the “Collocation Acknowledgement Sheet” for access cards and the “Key Acknowledgement Form” for keys) must be signed by ACCESS Integrated and returned to BellSouth Access Management within fifteen (15) days of ACCESS Integrated’s receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Charges for the Security Access System and for Security Access Devices will be billed at the rates set forth in Exhibit B. Access Devices may not be duplicated under any circumstances. ACCESS Integrated agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of ACCESS Integrated’s employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with ACCESS Integrated ends, upon the termination of this Agreement, or upon the termination of occupancy of Collocation Space in a specific BellSouth Premises. ACCESS Integrated shall pay all applicable charges associated with lost or stolen Access Devices.

- 5.12.2 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one (1) hour, to ACCESS Integrated’s designated Collocation Space, after receipt of the BFFO, without charge to ACCESS Integrated. ACCESS Integrated must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date ACCESS Integrated desires to gain access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, ACCESS Integrated may submit a request for its one (1) free accompanied site visit to its designated Collocation Space at any time subsequent to BellSouth’s receipt of the BFFO. In the event ACCESS Integrated desires access to its designated Collocation Space after the first accompanied free visit and ACCESS Integrated’s access request form(s) has not been approved by BellSouth or ACCESS Integrated has not yet submitted an access request form to BellSouth, ACCESS Integrated shall be permitted to access the Collocation Space accompanied by a BellSouth security escort, at ACCESS Integrated’s expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. ACCESS Integrated must request that escorted access be provided by BellSouth to ACCESS Integrated’s designated Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort will be required whenever ACCESS Integrated or its approved agent or supplier requires access to the entrance manhole.

- 5.13 Lost or Stolen Access Devices. ACCESS Integrated shall immediately notify BellSouth in writing when any of its Access Devices have been lost or stolen. If it becomes necessary for BellSouth to re-key buildings or deactivate an Access Device as a result of a lost or stolen Access Device(s) or for failure of ACCESS Integrated’s employees, suppliers, agents or Guest(s) to return an Access

Device(s), ACCESS Integrated shall pay for the costs of re-keying the building or deactivating the Access Device(s).

5.14 Interference or Impairment

- 5.14.1 Notwithstanding any other provisions of this Attachment, ACCESS Integrated shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that: (1) significantly degrades, interferes with or impairs service provided by BellSouth or any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or any other entity or person; (3) compromises the privacy of any communications routed through the BellSouth Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ACCESS Integrated violates the provisions of this Section, BellSouth shall provide written notice to ACCESS Integrated, which shall direct ACCESS Integrated to cure the violation within forty-eight (48) hours of ACCESS Integrated's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the Collocation Space.
- 5.14.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ACCESS Integrated fails to cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to ACCESS Integrated's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to ACCESS Integrated prior to the taking of such action and BellSouth shall have no liability to ACCESS Integrated for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.14.3 For purposes of this Section, the term "significantly degrades" shall be defined as an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ACCESS Integrated fails to cure the violation within forty-eight (48) hours, or if such cure is not possible, to commence curative action within twenty-four (24)

hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to ACCESS Integrated or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by ACCESS Integrated is significantly degrading the performance of other advanced services or traditional voice band services, ACCESS Integrated shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. §51.230, the degraded service shall not prevail against the newly-deployed technology.

5.15 Personalty and Its Removal. Facilities and equipment placed by ACCESS Integrated in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by ACCESS Integrated at any time. Any damage caused to the Collocation Space by ACCESS Integrated's employees, suppliers, agents, or Guests during the installation or removal of such property shall be promptly repaired by ACCESS Integrated at its sole expense. If ACCESS Integrated decides to remove equipment and/or facilities from its Collocation Space and the removal requires no physical work be performed by BellSouth and ACCESS Integrated's physical work includes, but is not limited to, power reduction, cross-connects, or tie pairs, BellSouth will bill ACCESS Integrated the Administrative Only Application Fee associated with the type of removal activity performed by ACCESS Integrated, as set forth in Exhibit B. This nonrecurring fee will be billed on the date that BellSouth provides an Application Response to ACCESS Integrated.

5.16 Alterations. Under no condition shall ACCESS Integrated or any person acting on behalf of ACCESS Integrated make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by ACCESS Integrated. An Alteration shall require the submission of a Subsequent Application and will result in the assessment of the applicable application fee associated with the type of alteration requested, as set forth in Sections 6.2.1, and 7.1.4 below, which will be billed by BellSouth on the date that BellSouth provides ACCESS Integrated with an Application Response.

- 5.17 Janitorial Service. ACCESS Integrated shall be responsible for the general upkeep of its Collocation Space. ACCESS Integrated shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to caged Collocation Space. Upon request, BellSouth shall provide a list of such suppliers on a BellSouth Premises-specific basis.

6. Ordering and Preparation of Collocation Space

- 6.1 Initial Application. For ACCESS Integrated's or ACCESS Integrated's Guest's(s') initial equipment placement, ACCESS Integrated shall input a physical Expanded Interconnection Application Document (Initial Application) for physical Collocation Space directly into BellSouth's electronic application (e.App) system for processing. The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Initial Application are completed with the appropriate type of information. An Initial Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by ACCESS Integrated and will be billed by BellSouth on the date BellSouth provides ACCESS Integrated with an Application Response.
- 6.2 Subsequent Application. In the event ACCESS Integrated or ACCESS Integrated's Guest(s) desires to modify its use of the Collocation Space after a BFFO, ACCESS Integrated shall complete an application that contains all of the detailed information associated with a requested Alteration of the Collocation Space, as defined in Section 5.15 above (Subsequent Application). The Subsequent Application will be considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application have been completed with the appropriate type of information associated with the requested Alteration. BellSouth shall determine what modifications, if any, to the BellSouth Premises are required to accommodate the change(s) requested by ACCESS Integrated in the Subsequent Application. Such modifications to the BellSouth Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fees. The application fee paid by ACCESS Integrated for an Alteration shall be dependent upon the level of assessment needed to complete the Alteration requested. Where the Subsequent Application does not require provisioning or construction work, but requires BellSouth to perform an administrative activity, an Administrative Only Application Fee shall apply as set forth in Exhibit B. The Administrative Only Application Fee will apply to Subsequent Applications associated with a transfer of ownership of the Collocation Space, removal of equipment from the Collocation Space (where the removal requires no physical work to be performed by BellSouth), an Alteration made to a Bona Fide application by ACCESS Integrated prior to BellSouth's receipt of the BFFO, and a virtual-to-physical conversion (in place). The Co-Carrier Cross

Connect/Direct Connect Application Fee will apply when ACCESS Integrated customer_short_name> submits a Subsequent Application for a direct connection between its own physical and virtual Collocation Space(s) in the same BellSouth Premises or between its physical or virtual Collocation Space and that of another collocated telecommunications carrier within the same BellSouth Premises. The Power Reconfiguration Only Application Fee will apply when ACCESS Integrated submits a Subsequent Application that reflects only an upgrade or reduction in the amount of power that BellSouth is currently providing to ACCESS Integrated's physical Collocation Space. The fee for a Subsequent Application, for which the Alteration requested has limited effect (e.g., requires limited assessment and sufficient cable support structure, HVAC, power and terminations are available), shall be the Subsequent Application Fee, as set forth in Exhibit B. The appropriate nonrecurring application fee will be billed on the date that BellSouth provides ACCESS Integrated with an Application Response.

- 6.3 Space Preferences. If ACCESS Integrated has previously requested and received a Space Availability Report for the BellSouth Premises, ACCESS Integrated may submit up to three (3) space preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate ACCESS Integrated's space preference(s), ACCESS Integrated may accept the space allocated by BellSouth or cancel its application and submit another application requesting additional space preferences for the same BellSouth Premises. This application will be treated as a new application and the appropriate application fee will apply. The application fee will be billed by BellSouth on the date that BellSouth provides ACCESS Integrated with an Application Response.

6.4 Space Availability Notification

- 6.4.1 For all states except Florida and Tennessee, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within the requested BellSouth Premises. In Florida and Tennessee, BellSouth will respond to an application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when ACCESS Integrated's application is Bona Fide. If the application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the application to become Bona Fide.

- 6.4.2 If the amount of space requested is not available, BellSouth will notify ACCESS Integrated of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by ACCESS Integrated or space that is configured differently, no application fee will apply. If ACCESS Integrated decides to accept the available space, ACCESS Integrated must resubmit its application to reflect the actual space

available, including the configuration of the space, prior to submitting a BFFO. When ACCESS Integrated resubmits its application to accept the available space, BellSouth will bill ACCESS Integrated the appropriate application fee.

- 6.5 Denial of Application. If BellSouth notifies ACCESS Integrated that no space is available (Denial of Application), BellSouth will not assess an application fee to ACCESS Integrated. After notifying ACCESS Integrated that BellSouth has no available space in the requested BellSouth Premises, BellSouth will allow ACCESS Integrated, upon request, to tour the entire BellSouth Premises within ten (10) days of such Denial of Application. In order to schedule this tour, BellSouth must receive the request for the tour of the BellSouth Premises within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ACCESS Integrated to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List
- 6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. BellSouth will notify each telecommunications carrier on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carrier on said waiting list.
- 6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a BellSouth Premises is out of space, have submitted a Letter of Intent to collocate in that BellSouth Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available. A

telecommunications carrier that, upon denial of physical Collocation Space, requests virtual Collocation Space shall automatically be placed on the waiting list for physical Collocation Space that may become available in the future.

- 6.7.3 When physical Collocation Space becomes available, ACCESS Integrated must submit an updated, complete, and accurate application to BellSouth within thirty (30) days of notification by BellSouth that physical Collocation Space will be available in the requested BellSouth Premises previously out of space. If ACCESS Integrated has originally requested caged Collocation Space and cageless Collocation Space becomes available, ACCESS Integrated may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that ACCESS Integrated wishes to maintain its place on the waiting list for caged physical Collocation Space, without accepting the available cageless Collocation Space.
- 6.7.4 ACCESS Integrated may accept an amount of space less than what it originally requested by submitting an application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ACCESS Integrated does not submit an application or notify BellSouth in writing within the thirty (30) day timeframe as described in Section 6.7.2 above, BellSouth will offer the available space to the next telecommunications carrier on the waiting list and remove ACCESS Integrated from the waiting list. Upon request, BellSouth will advise ACCESS Integrated as to its position on the waiting list for a particular BellSouth Premises.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Web site, a notification document that will indicate all BellSouth Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical Collocation. BellSouth will also post a document on its Interconnection Services Web site that contains a general notice when space becomes available in a BellSouth Premises previously on the space exhaust list.
- 6.9 Application Response
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for physical (caged or cageless) Collocation arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application. The Application Response will be a written response that includes sufficient information to enable ACCESS Integrated to place a Firm Order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable ACCESS Integrated to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below. When ACCESS Integrated submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of ACCESS Integrated or as necessitated by technical considerations, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge ACCESS Integrated the appropriate application fee associated with the level of assessment performed by BellSouth, pursuant to Sections 6.1 and 6.2 above.
- 6.11 Bona Fide Firm Order
- 6.11.1 ACCESS Integrated shall indicate its intent to proceed with a Collocation Space request in a BellSouth Premises by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to ACCESS Integrated's Bona Fide application or ACCESS Integrated's application will expire.
- 6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of ACCESS Integrated's BFFO. BellSouth will acknowledge the receipt of ACCESS Integrated's BFFO within seven (7) days of receipt, so that ACCESS Integrated will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.
- 7. Construction and Provisioning**
- 7.1 Construction and Provisioning Intervals
- 7.1.1 In Florida and Tennessee, BellSouth will complete construction of physical Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For virtual Collocation Space, BellSouth will complete construction as soon as possible within a maximum of sixty (60) days from receipt of a BFFO or as agreed to by the Parties. For

Alterations requested to Collocation Space after the initial space has been completed, BellSouth will complete construction for Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by ACCESS Integrated. If additional space has been requested by ACCESS Integrated, BellSouth will complete construction for the requested Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Collocation Space and forty-five (45) days from receipt of a BFFO for virtual Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and ACCESS Integrated cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged physical Collocation Space under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless physical Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant.) Extraordinary conditions include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Collocation Space requested or BellSouth may seek a waiver from the ordered interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.

7.2 Records Only Change

- 7.2.1 When ACCESS Integrated adds equipment, that was originally included on ACCESS Integrated's Initial Application or a Subsequent Application, and the addition of this equipment requires no additional space preparation work or cable terminations on the part of BellSouth, then BellSouth will impose no additional charges or intervals.

- 7.2.2 In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to ACCESS Integrated, when ACCESS Integrated requests an Alteration specifically identified in Sections 7.2.2.1 through 7.2.2.9 below as an “Augment. Except as otherwise set forth in Section 7.2.2.10 below, such Augment will require a Subsequent Application and will result in the assessment of the appropriate application fee associated with the type of Augment requested by ACCESS Integrated. BellSouth will assess the appropriate nonrecurring application fee set forth in Exhibit B on the date that it provides an Application Response to ACCESS Integrated.
- 7.2.2.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement where Sufficient Circuit Capacity is Available
 - Fuse Change and/or Increase or Decrease -48V DC Power from Existing BellSouth Battery Distribution Fuse Bay (BDFB)
- 7.2.2.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:
- 168 DS1 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 96 DS3 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - 99 Fiber Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
 - Maximum of 2000 Service Ready DS0 Terminations at the BellSouth Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.2.2.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:
- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure, as Required)
 - Installation of Cable Racking or Other Support Structures, as Required, to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

- 7.2.2.4 Major Augments of physical Collocation Space will be completed within ninety (90) days after BFFO. This category includes all requests for additional Physical Collocation Space (caged or cageless).
- 7.2.2.5 Major Augments of virtual Collocation Space will be completed within seventy-five (75) days after BFFO. This category includes all requests for additional virtual Collocation Space.
- 7.2.2.6 If ACCESS Integrated submits an Augment that includes two (2) Augment items from the same category in either Sections 7.2.2.1, 7.2.2.2, or 7.2.2.3 above, the provisioning interval associated with the next highest Augment category will apply (e.g., if two (2) items from the Minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.2.2.7 If ACCESS Integrated submits an Augment that includes three (3) Augment items from the same category in either Sections 7.2.2.1, 7.2.2.2, or 7.2.2.3 above, the Major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three (3) items from the Simple Augment category are requested on the same request for a physical Collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the Major physical Augment interval; likewise if three (3) items from the Simple Augment category are requested on the same request for a virtual Collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the Major virtual Augment interval).
- 7.2.2.8 If ACCESS Integrated submits an Augment that includes one (1) Augment item from two (2) separate categories in Sections 7.2.2.1, 7.2.2.2 and 7.2.2.3 above, the Augment interval associated with the highest Augment category will apply (e.g., if an item from the Minor Augment category and an item from the Intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the Intermediate Augment category).
- 7.2.2.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major Augment categories, as outlined above, will be placed into the appropriate category as negotiated by ACCESS Integrated and BellSouth. If ACCESS Integrated and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate Major Augment category, identified in Sections 7.2.2.4 and 7.2.2.5 above, would apply based on whether the Augment is for ACCESS Integrated's physical or virtual Collocation Space.
- 7.2.2.10 Individual application fees associated with Simple, Minor and Intermediate Augments are contained in Exhibit B. If ACCESS Integrated requests multiple

items from different Augment categories, BellSouth will bill ACCESS Integrated the Augment application fee, as identified in Exhibit B, associated with the higher Augment category only. The appropriate application fee will be assessed to ACCESS Integrated at the time BellSouth provides ACCESS Integrated with the Application Response. ACCESS Integrated will be assessed a Subsequent Application Fee for all Major Augments (Major Augments are defined above in Sections 7.2.2.4 and 7.2.2.5 above for physical and virtual Collocation Space, respectively). The Subsequent Application Fee is also reflected in Exhibit B.

- 7.3 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and ACCESS Integrated will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements, as reflected in the application and affirmed in the BFFO.
- 7.4 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.5 Circuit Facility Assignments
- 7.5.1 Unless otherwise specified, BellSouth will provide CFAs to ACCESS Integrated prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those BellSouth Premises in which ACCESS Integrated has physical Collocation Space with no POT bay or with a grandfathered POT bay provided by BellSouth. BellSouth cannot provide CFAs to ACCESS Integrated prior to the Provisioning Interval for those BellSouth Premises in which ACCESS Integrated has physical Collocation Space with a POT bay provided by ACCESS Integrated or virtual Collocation Space, until ACCESS Integrated has provided BellSouth with the following information:
- 7.5.1.1 For physical Collocation Space with a ACCESS Integrated-provided POT bay, ACCESS Integrated shall provide BellSouth with a complete layout of the POT panels on an Equipment Inventory Update (EIU) form that shows the locations, speeds, etc.
- 7.5.1.2 For virtual Collocation Space, ACCESS Integrated shall provide BellSouth with a complete layout of ACCESS Integrated's equipment on an EIU form, that includes the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by ACCESS Integrated's BellSouth Certified Supplier.
- 7.5.2 BellSouth cannot begin work on the CFAs until the complete and accurate EIU form has been received from ACCESS Integrated. If the EIU form is provided

within ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) days of BellSouth's receipt of the EIU form.

- 7.5.3 BellSouth will bill ACCESS Integrated a nonrecurring charge, as set forth in Exhibit B, each time ACCESS Integrated requests a resend of its original CFA information for any reason other than a BellSouth error in the CFAs initially provided to ACCESS Integrated.
- 7.6 Use of BellSouth Certified Supplier. ACCESS Integrated shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. ACCESS Integrated, if a BellSouth Certified Supplier, or ACCESS Integrated's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, ACCESS Integrated must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide ACCESS Integrated with a list of BellSouth Certified Suppliers, upon request. ACCESS Integrated, if a BellSouth Certified Supplier, or ACCESS Integrated's BellSouth Certified Supplier(s) shall be responsible for installing ACCESS Integrated's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ACCESS Integrated upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by ACCESS Integrated, the BellSouth Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by ACCESS Integrated's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to ACCESS Integrated or any supplier proposed by ACCESS Integrated and will not unreasonably withhold certification. All work performed by or for ACCESS Integrated shall conform to generally accepted industry standards.
- 7.7 Alarms and Monitoring. BellSouth shall place environmental alarms in the BellSouth Premises for the protection of BellSouth equipment and facilities. ACCESS Integrated shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service ACCESS Integrated's Collocation Space. Upon request, BellSouth will provide ACCESS Integrated with an applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by ACCESS Integrated. Both Parties shall

use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.8 Virtual to Physical Relocation. In the event physical Collocation Space was previously denied at a BellSouth Premises due to technical reasons or space limitations and physical Collocation Space has subsequently become available, ACCESS Integrated may relocate its existing virtual Collocation arrangement(s) to a physical Collocation arrangement(s) and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Collocation arrangement, as set forth in Exhibit B. If BellSouth knows when additional physical Collocation Space may become available at the BellSouth Premises requested by ACCESS Integrated, such information will be provided to ACCESS Integrated in BellSouth's written denial of physical Collocation Space. ACCESS Integrated must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Collocation Space to a physical Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Collocation Space to the new physical Collocation Space.

7.8.1 In Alabama, BellSouth will complete a relocation of a virtual collocation arrangement to a cageless physical collocation arrangement within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual collocation arrangement to a caged physical collocation arrangement within ninety (90) days from BellSouth's receipt of a BFFO.

7.9 Virtual to Physical Conversion (In-Place)

7.9.1 Virtual collocation arrangements may be converted to "in-place" physical caged collocation arrangements if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Collocation Space; (2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and (3) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill ACCESS Integrated an Administrative Only Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to ACCESS Integrated.

7.9.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified above in Section 7.9.1 above.

- 7.10 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, ACCESS Integrated cancels its order for Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if ACCESS Integrated cancels its order for Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, ACCESS Integrated will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of ACCESS Integrated up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if ACCESS Integrated cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill ACCESS Integrated for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the Firm Order not been canceled.
- 7.11 Licenses. ACCESS Integrated, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy Collocation Space in a BellSouth Premises.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A.
- 8. Rates and Charges**
- 8.1 Rates. ACCESS Integrated agrees to pay the rates and charges identified in Exhibit B.
- 8.1.1 In Tennessee, if ACCESS Integrated elects the TRA rates as set forth in Exhibit C, the additional language also set forth in Exhibit C for Application Fee, Space Preparation, Floor Space and Caged Collocation Power Usage Metering, will be effective in conjunction with the remaining terms and conditions of this Attachment.
- 8.1.2 Should ACCESS Integrated elect to transition to the TRA Option after the execution of this Agreement, ACCESS Integrated shall notify BellSouth in writing sixty (60) days prior to the implementation of this election.
- 8.2 Application Fees. BellSouth shall assess any nonrecurring application fees within thirty (30) days of the date that BellSouth provides an Application Response to ACCESS Integrated or on ACCESS Integrated's next scheduled monthly billing statement.
- 8.3 Recurring Charges. If ACCESS Integrated has met the applicable fifteen (15) day acceptance walkthrough interval specified in Section 4.2 above, billing for

recurring charges will begin upon the Space Acceptance Date. In the event ACCESS Integrated fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If ACCESS Integrated occupies the space prior to the Space Ready Date, the date ACCESS Integrated occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in ACCESS Integrated's next billing cycle and will include any prorated charges for the period from ACCESS Integrated's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

- 8.3.1 Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused amp, per month, based upon the total number of fused amps of power capacity requested by ACCESS Integrated on ACCESS Integrated's Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.
- 8.3.2 BellSouth shall have the right to inspect and inventory any DC power fuse installations at a BellSouth BDFB or DC power circuit installations at BellSouth's main power board for any ACCESS Integrated collocation arrangement, to verify that the total number of fused amps of power capacity installed by ACCESS Integrated's BellSouth Certified Supplier matches the number of fused amps of DC power capacity requested by ACCESS Integrated on ACCESS Integrated's Initial Application and all Subsequent Applications. If BellSouth determines that ACCESS Integrated's BellSouth Certified Supplier has installed more DC capacity than ACCESS Integrated requested on its Initial Application and all Subsequent Applications, BellSouth shall notify ACCESS Integrated in writing of such discrepancy and shall assess ACCESS Integrated for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. BellSouth shall also revise ACCESS Integrated's recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.
- 8.4 Nonrecurring Charges. Unless specified otherwise herein, BellSouth shall assess nonrecurring charges, including all application fees, within thirty (30) days of the date that BellSouth provides an Application Response to ACCESS Integrated or on ACCESS Integrated's next scheduled monthly billing statement, if ACCESS Integrated's current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by BellSouth within thirty

(30) days of BellSouth's confirmation of ACCESS Integrated's BFFO or on ACCESS Integrated's next scheduled monthly billing statement.

- 8.5 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, ACCESS Integrated shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of ACCESS Integrated's BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by BellSouth, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot, for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.6 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the BellSouth Premises; however, this charge does not include any expenses associated with AC or DC power supplied to ACCESS Integrated's Collocation Space for the operation of ACCESS Integrated's equipment. For caged physical Collocation Space, ACCESS Integrated shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, ACCESS Integrated shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event ACCESS Integrated's collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, ACCESS Integrated shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.7 Power
- 8.7.1 BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for ACCESS Integrated's Collocation Space at a BellSouth BDFB. When obtaining

DC power from a BellSouth BDFB, ACCESS Integrated's fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by ACCESS Integrated's BellSouth Certified Supplier, in accordance with the number of fused amps of DC power requested by ACCESS Integrated on ACCESS Integrated's Initial Application and any Subsequent Applications. ACCESS Integrated is also responsible for contracting with a BellSouth Certified Supplier to run the power distribution feeder cable from the BellSouth BDFB to the equipment in ACCESS Integrated's Collocation Space. The BellSouth Certified Supplier contracted by ACCESS Integrated must provide BellSouth with a copy of the engineering power specifications prior to the day on which ACCESS Integrated's equipment becomes operational (hereinafter "Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and ACCESS Integrated's Collocation Space. ACCESS Integrated shall contract with a BellSouth Certified Supplier who shall be responsible for performing those power provisioning activities required to enable ACCESS Integrated's equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within ACCESS Integrated's Collocation Space, power cable feeds, and terminations of the power cabling. ACCESS Integrated and ACCESS Integrated's BellSouth Certified Supplier shall comply with all applicable NEC, TR 73503, Telcordia and ANSI Standards that address power cabling, installation, and maintenance.

8.7.2 In Florida only, pursuant to technical feasibility, commercial availability, and safety limitations, BellSouth will permit ACCESS Integrated to request DC power in five (5) amp increments from five (5) amps up to one hundred (100) amps from the BellSouth BDFB. However, in accordance with industry standard fuse sizing, ACCESS Integrated may request that BellSouth provision DC power of seventy (70) amps or greater directly from BellSouth's main power board. The industry standard fuse size (which is a circuit breaker on the main power board) available at a BellSouth main power board in all BellSouth Premises is a two hundred twenty-five (225) amp circuit breaker.

8.7.3 BellSouth will revise ACCESS Integrated's recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when ACCESS Integrated submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from BellSouth for its Collocation Space. If ACCESS Integrated's existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, ACCESS Integrated's BellSouth Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, TR 73503, Telcordia, and ANSI Standards, as well as the requirements noted above in Sections 8.7 and 8.7.1 above. ACCESS Integrated's BellSouth Certified Supplier shall provide notification to BellSouth when these activities have been completed.

- 8.7.4 BellSouth will revise ACCESS Integrated's recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from ACCESS Integrated, certifying the completion of the power reduction work, including the removal of any associated power cabling by ACCESS Integrated's BellSouth Certified Supplier. Notwithstanding the foregoing, if ACCESS Integrated's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at BellSouth's discretion, cut by ACCESS Integrated's BellSouth Certified Supplier and ACCESS Integrated shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.7.5 If ACCESS Integrated requests an increase or a reduction in the amount of power that BellSouth is currently providing, ACCESS Integrated must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to ACCESS Integrated's Subsequent Application.
- 8.7.6 If ACCESS Integrated has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, ACCESS Integrated must submit a Subsequent Application. BellSouth will respond to such application within seven (7) days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 8.7.7 If ACCESS Integrated elects to install its own DC Power Plant, BellSouth shall provide AC power to feed ACCESS Integrated's DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by ACCESS Integrated's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ACCESS Integrated's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At ACCESS Integrated's option, ACCESS Integrated may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.

8.7.8 ACCESS Integrated shall contract with a BellSouth Certified Supplier to perform the installation and removal of dedicated power cable support structure within ACCESS Integrated's arrangement and terminations of cable within the Collocation Space.

8.7.9 Fused Amp Billing. In all states, except as noted in Section 8.7.1 above for Florida, BellSouth shall make available –48V DC power on a per fused amp, per month basis, pursuant to the following formula:

For power provisioned from a BDFB. The number of fused amps requested by ACCESS Integrated on its application should reflect a multiplier of one point five (1.5) to convert its requested amps to fused amps, with a minimum of ten (10) fused amps required. The number of fused amps requested by ACCESS Integrated on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B.

For existing power configurations that are provisioned from BellSouth's main power board. The number of fused amps made available at the main power board, in increments of two hundred twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B. In Florida, the number of fused amps requested by ACCESS Integrated on its collocation application will be multiplied by the DC power fused amp rate set forth in Exhibit B

8.7.10 Florida Power Usage Option

8.7.10.1 In Florida only, ACCESS Integrated may request that –48 DC power provisioned by BellSouth to ACCESS Integrated's Collocation Space be assessed per amp, per month based upon amps used, pursuant to the rates set forth in Exhibit B. Monthly recurring power charges will be assessed on the Space Acceptance Date or Space Ready Date, whichever is appropriate, pursuant to Section 8.3 above. If ACCESS Integrated desires to convert existing physical collocation arrangements to the Florida Power Usage Option (hereinafter "FL Option"), then the monthly recurring power charges that are applicable to the FL Option, contained in Exhibit B, will be assessed on the Space Ready Date associated with the Subsequent Application submitted by ACCESS Integrated to convert an existing collocation arrangement to the FL Option. The monthly recurring charges for DC power, under the FL Option, shall be calculated and applied based on the amount of power ACCESS Integrated requests that it be allowed to draw at a given time to a specific physical collocation arrangement in a particular BellSouth Premises on ACCESS Integrated's Initial Application or Subsequent Application. BellSouth shall allow ACCESS Integrated, at ACCESS Integrated's option, to order a power feed that is capable of delivering a higher DC power level but to fuse this power feed so as to allow a power level less than the feed's maximum to be drawn by ACCESS Integrated. BellSouth is not required to build its central office power

infrastructure to meet ACCESS Integrated's forecasted DC power demand. ACCESS Integrated must specify on its Initial or Subsequent Application the power level it wishes to be able to draw from BellSouth's power plant for each existing collocation arrangement ACCESS Integrated converts to the FL Option or for any new collocation arrangements ACCESS Integrated establishes under the FL Option.

- 8.7.10.2 BellSouth, at any time and at its own expense, shall have the right to verify the accuracy of ACCESS Integrated's power usage under the FL Option for a specific collocation arrangement in a particular BellSouth Premises, based on a meter reading(s) taken by BellSouth of the amount of power being consumed by ACCESS Integrated's collocation arrangement. BellSouth may perform its own meter reading(s) via any method it chooses, such as, but not limited to, a clamp-on ammeter. If the meter reading(s) varies by more than ten percent (10%) or five (5) amps from the power usage that has been requested by ACCESS Integrated for the collocation arrangement, under the FL Option, the Parties agree to work cooperatively to reconcile such discrepancy and establish the appropriate usage figure in a reasonable and expeditious manner. If the Parties substantiate BellSouth's reading, then BellSouth shall adjust ACCESS Integrated's billing to reflect BellSouth's power reading beginning with the first day of the month immediately following the date of the last metered reading taken by BellSouth.
- 8.7.10.3 BellSouth shall assess ACCESS Integrated a monthly recurring charge for DC power under the FL Option, as set forth in Exhibit B. ACCESS Integrated shall notify BellSouth of any change in its DC power usage by submitting a Subsequent Application, which reflects the new DC power level desired by ACCESS Integrated. The requested change in DC power usage will be reflected in ACCESS Integrated's next scheduled monthly billing cycle.
- 8.7.11 In Alabama and Louisiana, ACCESS Integrated has the option to purchase power directly from an electric utility company. Under such option, ACCESS Integrated is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by ACCESS Integrated. ACCESS Integrated's BellSouth Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If ACCESS Integrated currently has power supplied by BellSouth, ACCESS Integrated may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. BellSouth will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc. utilized by ACCESS Integrated in provisioning said power will be billed by BellSouth on an ICB basis.

- 8.7.12 In South Carolina, ACCESS Integrated has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such option, ACCESS Integrated is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by ACCESS Integrated. ACCESS Integrated's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the NESC standards, in the installing of this power arrangement, just as BellSouth is required to comply with these codes. ACCESS Integrated must submit an application to BellSouth for the appropriate amount of Collocation Space that ACCESS Integrated requires in order to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the BellSouth Premises for the installation of ACCESS Integrated's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the BellSouth Premises that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. ACCESS Integrated shall be responsible for the recurring charges associated with the additional space needed in the BellSouth Premises for this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, fuse panel, power meter, etc.). If there is no space available for this type of power arrangement in the requested BellSouth Premises, BellSouth may seek a waiver of these requirements from the Commission for the BellSouth Premises requested. ACCESS Integrated would have the option to order its power needs directly from BellSouth.
- 8.7.13 In Alabama and Louisiana, if ACCESS Integrated has existing power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific BellSouth Premises, ACCESS Integrated must submit a Subsequent Application to BellSouth. BellSouth will provide a response to such application within seven (7) days and no application fee will be assessed by BellSouth for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, ACCESS Integrated will submit a Subsequent Application and the appropriate application fee will apply.

- 8.8 Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by BellSouth upon receipt of ACCESS Integrated's BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be billed at the rates set forth in Exhibit B.
- 8.9 Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to ACCESS Integrated in BellSouth's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of ACCESS Integrated's BFFO, in all BellSouth states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of ACCESS Integrated's BFFO.
- 8.10 Security Escort. After ACCESS Integrated has used its one accompanied site visit, pursuant to Section 5.12.1 above, and prior to ACCESS Integrated's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when ACCESS Integrated's employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a BellSouth Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and ACCESS Integrated shall pay for such half-hour charges in the event ACCESS Integrated's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.
- 8.11 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

- 9.1 ACCESS Integrated shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 ACCESS Integrated shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000).

BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of ACCESS Integrated's real and personal property situated on or within a BellSouth Premises.
- 9.2.4 ACCESS Integrated may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement, upon thirty (30) days notice to ACCESS Integrated, to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by ACCESS Integrated shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Agreement or until all of ACCESS Integrated's property has been removed from BellSouth's Premises, whichever period is longer. If ACCESS Integrated fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ACCESS Integrated.
- 9.5 ACCESS Integrated shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ACCESS Integrated shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from ACCESS Integrated's insurance company. ACCESS Integrated shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 ACCESS Integrated must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If ACCESS Integrated's net worth exceeds five hundred million dollars (\$500,000,000), ACCESS Integrated may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. ACCESS Integrated shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ACCESS Integrated in the event that self-insurance status is not granted to ACCESS Integrated. If BellSouth approves ACCESS Integrated for self-insurance, ACCESS Integrated shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ACCESS Integrated's corporate officers. The ability to self-insure shall continue so long as the ACCESS Integrated meets all of the requirements of this Section. If ACCESS Integrated subsequently no longer satisfies the requirements of this Section, ACCESS Integrated is required to purchase insurance as indicated by Section 9.2 above.
- 9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to ACCESS Integrated to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Lien

- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or ACCESS Integrated), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of ACCESS Integrated's equipment and facilities in ACCESS Integrated's Collocation Space(s) prior to the activation of facilities and/or services between ACCESS Integrated's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ACCESS Integrated adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ACCESS Integrated with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, ACCESS Integrated will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ACCESS Integrated employee hired in the past five (5) years being considered for work on a BellSouth Premises, for the states/counties where the ACCESS Integrated employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ACCESS Integrated shall not be required to perform this investigation if an affiliated company of ACCESS Integrated has performed an investigation of the ACCESS Integrated employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ACCESS Integrated has performed a pre-employment statewide investigation of criminal history records of the ACCESS Integrated employee for the states/counties where the ACCESS Integrated employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 ACCESS Integrated will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Web site at www.interconnection.bellsouth.com/guides.
- 12.3 ACCESS Integrated shall provide its employees and agents with picture identification, which must be worn and visible at all times while in ACCESS Integrated's Collocation Space or other areas in or around the BellSouth Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and ACCESS Integrated's name. BellSouth reserves the right to remove from a BellSouth Premises any employee of ACCESS Integrated not possessing identification issued by ACCESS Integrated or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ACCESS Integrated shall hold BellSouth harmless for any damages resulting from such removal of ACCESS Integrated's personnel from a BellSouth Premises. ACCESS Integrated shall be solely responsible for ensuring that any Guest(s) of ACCESS Integrated is in compliance with all subsections of this Section.

- 12.4 ACCESS Integrated shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. ACCESS Integrated shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any of ACCESS Integrated's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event ACCESS Integrated chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ACCESS Integrated may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 ACCESS Integrated shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 ACCESS Integrated shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each ACCESS Integrated employee or agent hired by ACCESS Integrated within the last five (5) years, who requires access to a BellSouth Premises to perform work in ACCESS Integrated Collocation Space(s), ACCESS Integrated shall furnish BellSouth certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, ACCESS Integrated will disclose the nature of the convictions to BellSouth at that time. In the alternative, ACCESS Integrated may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other ACCESS Integrated employees requiring access to a BellSouth Premises pursuant to this Attachment, ACCESS Integrated shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, ACCESS Integrated shall promptly remove from the BellSouth Premises any employee of ACCESS Integrated that BellSouth does not

wish to grant access to a BellSouth Premises: (1) pursuant to any investigation conducted by BellSouth, or (2) prior to the initiation of an investigation if an employee of ACCESS Integrated is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.

- 12.7 Security Violations. BellSouth reserves the right to interview ACCESS Integrated's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to ACCESS Integrated's Security representative of such interview. ACCESS Integrated and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ACCESS Integrated's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill ACCESS Integrated for all reasonable costs associated with investigations involving its employees, agents, suppliers, or Guests if it is established and mutually agreed in good faith that ACCESS Integrated's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill ACCESS Integrated for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of ACCESS Integrated's employees, agents, suppliers, or Guests and where ACCESS Integrated agrees, in good faith, with the results of such investigation. ACCESS Integrated shall notify BellSouth in writing immediately in the event that ACCESS Integrated discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section. ACCESS Integrated shall hold BellSouth harmless for any damages resulting from such removal of ACCESS Integrated's personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on BellSouth's Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar force majeure circumstances to such an extent as to be rendered wholly unsuitable for ACCESS Integrated's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ACCESS Integrated's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ACCESS Integrated, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ACCESS Integrated may, at its own expense, accelerate the rebuild of its Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If ACCESS Integrated's acceleration of the project increases the cost of the project, then those additional charges will be incurred at ACCESS Integrated's expense. Where allowed and where practical, ACCESS Integrated may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ACCESS Integrated shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ACCESS Integrated's permitted use, until such Collocation Space is fully repaired and restored and ACCESS Integrated's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where ACCESS Integrated has placed an Adjacent Arrangement pursuant to Section 3.4 above, ACCESS Integrated shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of

the date possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with a proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and ACCESS Integrated shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. Nonexclusivity

- 15.1 ACCESS Integrated understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and ACCESS Integrated agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and Occupational Safety and Health (OSHA) regulations issued under the Occupational Safety and Health Act of 1970, as amended, and National Fire Protection Association (NFPA), NEC and National Electric Safety Codes (NESC) (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and ACCESS Integrated shall provide notice to the other, including any Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ACCESS Integrated should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ACCESS Integrated to follow when working at a BellSouth Premises (see Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. ACCESS Integrated will require its suppliers, agents, Guests, and others accessing the BellSouth Premises to comply with these practices. Section 2 below lists the Environmental categories where BellSouth practices should be followed by ACCESS Integrated when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ACCESS Integrated space with proper notification. BellSouth reserves the right to stop any ACCESS Integrated work operation that imposes Imminent Danger to the environment, employees or other persons in or around a BellSouth Premises.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at a BellSouth Premises by ACCESS Integrated are owned by and considered the property of ACCESS Integrated. ACCESS Integrated will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ACCESS Integrated or different hazardous materials used by ACCESS Integrated at a BellSouth Premises. ACCESS Integrated must demonstrate adequate emergency response capabilities for the materials used by ACCESS Integrated or remaining at a BellSouth Premises.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by ACCESS Integrated to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and ACCESS Integrated will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ACCESS Integrated will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ACCESS Integrated must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and ACCESS Integrated shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a BellSouth Premises.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, ACCESS Integrated agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ACCESS Integrated further agrees to cooperate with BellSouth to ensure that ACCESS Integrated's employees, agents, suppliers and/or Guests are knowledgeable of and

satisfy those provisions of BellSouth's Environmental M&Ps, which apply to the specific Environmental function being performed by ACCESS Integrated, its employees, agents, suppliers, and/or Guests.

- 2.2 The most current version of the reference documentation must be requested from ACCESS Integrated's BellSouth Regional Contract Manager (RCM).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on BellSouth's Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3

	EVET approval of supplier	Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450
Other maintenance work	Protection of BST employees and equipment	29 C.F.R. § 1910.147 (OSHA Standard) 29 C.F.R. § 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact RCM Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. OSHA hazard communication standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a BellSouth Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

Attachment 4

Remote Site Collocation

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REMOTE SITE COLLOCATION

1. Scope of Attachment

- 1.1 Scope. The rates, terms, and conditions contained within this Attachment shall only apply when ACCESS Integrated is occupying the collocation space as a sole occupant or as a Host within a Remote Site Location (Remote Collocation Space) pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter BellSouth Premises). This Attachment is applicable to BellSouth Premises owned or leased by BellSouth. However, if the BellSouth Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions contained in this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to ACCESS Integrated Remote Collocation Space on rates, terms, and conditions that are just, reasonable, nondiscriminatory, and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment, where space is available and collocation is technically feasible, BellSouth will allow ACCESS Integrated to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by ACCESS Integrated and agreed to by BellSouth. BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Remote Site Locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth Remote Site Locations other than those specified above.
- 1.3 Space Reservation
- 1.3.1 In all states other than Florida, the number of bays specified by ACCESS Integrated may contemplate a request for space sufficient to accommodate ACCESS Integrated's growth within a two (2) year period.
- 1.3.2 In the state of Florida, the number of bays specified by ACCESS Integrated may contemplate a request for space sufficient to accommodate ACCESS Integrated's growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and

conditions of this Attachment. Additionally, where BellSouth notifies ACCESS Integrated that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon ACCESS Integrated's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for ACCESS Integrated. ACCESS Integrated agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for ACCESS Integrated. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for ACCESS Integrated as above, ACCESS Integrated shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with ACCESS Integrated in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. ACCESS Integrated will be responsible for any justification of unutilized space within its Remote Collocation Space, if the Commission requires such justification.
- 1.6 Use of Space. ACCESS Integrated shall use the Remote Collocation Space for the purposes of installing, maintaining and operating ACCESS Integrated's equipment (which may include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth UNEs in accordance with the Act, FCC and Commission rules. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded. For purposes of this Attachment, national holidays include the following: New Year's Day, Martin Luther King, Jr. Day, President's Day (Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- 1.8 Compliance. Subject to Section 24 of General Terms and Conditions, the Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Optional Report

2.1 Space Availability Optional Report

- 2.1.1 Upon request from ACCESS Integrated, BellSouth will provide a written report (Space Availability Report), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.
- 2.1.2 The request from ACCESS Integrated for a Space Availability Report must be written and must include the CLLI code for both the Remote Site Location and the serving wire center. The CLLI code information for the serving wire center is located in the NECA Tariff FCC No. 4. If ACCESS Integrated is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, ACCESS Integrated may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, ACCESS Integrated should submit to BellSouth a Remote Site Interconnection Request for the serving wire center CLLI code prior to submitting its request for a Space Availability Report. ACCESS Integrated should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.3 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) days of receipt of such request.
- 2.1.4 BellSouth will use commercially reasonable efforts to respond in ten (10) days to a Space Availability Report request when the request includes from two (2) to five (5) BellSouth Premises within the same state. The response time for Space Availability Report requests of more than five (5) BellSouth Premises, whether the request is for the same state or for two (2) or more states within the BellSouth region, shall be negotiated between the Parties.
- 2.2 Remote Terminal Information
- 2.2.1 Upon request, BellSouth will provide ACCESS Integrated with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.2 BellSouth will provide this information on a first come, first served basis within thirty (30) days of a ACCESS Integrated request subject to the following conditions: (i) the information will only be provided on a compact disc in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by ACCESS Integrated, up to a

maximum of thirty (30) wire centers per ACCESS Integrated request per month per state, and up to for a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) ACCESS Integrated agrees to pay the costs incurred by BellSouth in providing the information. Multiple Wire Center CLLI code requests may be place on one compact disc.

3. Collocation Options

3.1 Cageless Collocation. BellSouth shall allow ACCESS Integrated to collocate ACCESS Integrated's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ACCESS Integrated to have direct access to ACCESS Integrated's equipment and facilities in accordance with Section 5.8 below. BellSouth shall make cageless collocation available in single bay increments. Except where ACCESS Integrated's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ACCESS Integrated must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Section 7.4 below.

3.2 Caged Collocation

3.2.1 At ACCESS Integrated's option and expense, ACCESS Integrated may arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's specifications for a wire mesh enclosure prior to starting equipment installation. Where local building codes require enclosure specifications more stringent than BellSouth's wire mesh enclosure specifications, ACCESS Integrated and ACCESS Integrated's BellSouth Certified Supplier must comply with the more stringent local building code requirements. ACCESS Integrated's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary permits and/or licenses for such construction. BellSouth or BellSouth's designated agent or contractor shall provide, at ACCESS Integrated's expense, documentation, which may include existing building architectural drawings, enclosure drawings, and specifications etc., necessary for ACCESS Integrated's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. ACCESS Integrated's BellSouth Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ACCESS Integrated's BellSouth Certified Supplier. ACCESS Integrated must provide the local BellSouth Remote Site Location contact with two (2) Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth

will not access ACCESS Integrated's locked enclosure prior to notifying ACCESS Integrated at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to ACCESS Integrated's Remote Site Location is required. Upon request, BellSouth shall construct the enclosure for ACCESS Integrated.

- 3.2.2 BellSouth may elect to review ACCESS Integrated's plans and specifications, if ACCESS Integrated has indicated its desire to have ACCESS Integrated's BellSouth Certified Supplier construct the collocation arrangement enclosure, prior to allowing the construction to start, to ensure ACCESS Integrated's compliance with BellSouth's wire mesh enclosure specifications. BellSouth will notify ACCESS Integrated of its desire to execute this review in BellSouth's Application Response to ACCESS Integrated's application. The Application Response is defined for purposes of this Attachment as BellSouth's written response that includes sufficient information for ACCESS Integrated to place a firm order for the Remote Collocation Space it is requesting. If ACCESS Integrated's application does not indicate their desire to construct their own enclosure and ACCESS Integrated subsequently decides to construct its own enclosure prior to BellSouth's Application Response, then ACCESS Integrated will resubmit its application, indicating its desire to construct its own enclosure. BellSouth shall complete its review within fifteen (15) days after BellSouth's receipt of ACCESS Integrated's plans and specifications. Regardless of whether or not BellSouth elects to review ACCESS Integrated's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's wire mesh enclosure specifications, as applicable. If BellSouth decides to inspect the constructed Remote Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of ACCESS Integrated's written notification that the enclosure has been completed. BellSouth shall require ACCESS Integrated, at ACCESS Integrated's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of ACCESS Integrated's caged Remote Collocation Space, any structure that does not meet ACCESS Integrated's plans and specifications or BellSouth's wire mesh enclosure specifications, as applicable.

3.3 Shared Caged Collocation

- 3.3.1 ACCESS Integrated may allow other telecommunications carriers to sublease ACCESS Integrated's Remote Collocation Space pursuant to terms and conditions agreed to by ACCESS Integrated (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. ACCESS Integrated shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest prior to any application. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a

certification by ACCESS Integrated that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and ACCESS Integrated.

- 3.3.2 ACCESS Integrated, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide ACCESS Integrated with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, ACCESS Integrated shall be the responsible Party to BellSouth for the purpose of submitting applications for bay placement for the Guest. In Florida the Guest may submit its own initial bay placement applications using the Host's ACNA. A separate Guest application shall require the assessment of an Application Fee, as set forth in Exhibit B, which will be charged to the Host. BellSouth shall bill this nonrecurring fee on the date that BellSouth provides it written Application Response to the Guest(s) bona fide application.
- 3.3.3 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services, and/or access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable BellSouth tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.4 ACCESS Integrated shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ACCESS Integrated's Guest(s) in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation
- 3.4.1 Subject to technical feasibility and space availability, BellSouth will permit an adjacent Remote Site collocation arrangement (Adjacent Arrangement) on the property on which BellSouth's Remote Site is located when space within the Remote Site Location is legitimately exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Adjacent Arrangement shall be constructed or procured by ACCESS Integrated and in conformance with BellSouth's design and construction specifications. Further, ACCESS Integrated shall construct, procure, maintain and operate said Adjacent Arrangement pursuant to all of the

terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Adjacent Arrangement.

- 3.4.2 Should ACCESS Integrated elect Adjacent Collocation, ACCESS Integrated must arrange with a BellSouth Certified Supplier to construct or procure an Adjacent Arrangement structure in accordance with BellSouth's specifications. Where local building codes require specifications more stringent than BellSouth's own specifications, ACCESS Integrated and ACCESS Integrated's BellSouth Certified Supplier must comply with local building code requirements. ACCESS Integrated's BellSouth Certified Supplier shall be responsible for filing and obtaining any and all necessary zoning, permits and/or licenses for such construction. ACCESS Integrated's BellSouth Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ACCESS Integrated's BellSouth Certified Supplier. ACCESS Integrated must provide the local BellSouth Remote Site Location contact with two (2) cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ACCESS Integrated's locked enclosure prior to notifying ACCESS Integrated at least forty-eight (48) hours or two (2) business days, whichever is greater, before access to the locked enclosure is required.
- 3.4.3 ACCESS Integrated must submit its plans and specifications to BellSouth with its firm order. BellSouth shall review ACCESS Integrated's plans and specifications prior to construction of an Adjacent Arrangement to ensure compliance with BellSouth's specifications. BellSouth shall complete its review within fifteen (15) days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of ACCESS Integrated's written notification that the Adjacent Arrangement has been completed. BellSouth shall require ACCESS Integrated, at ACCESS Integrated's expense, to remove or correct within seven (7) days after BellSouth has completed its inspection of ACCESS Integrated's Adjacent Arrangement, any structure that does not meet its submitted plans and specifications or, BellSouth's specifications, as applicable.
- 3.4.4 ACCESS Integrated shall provide a concrete pad, the structure housing the Adjacent Arrangement, HVAC, lighting, and all facilities that connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At ACCESS Integrated's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, at ACCESS Integrated's request and expense, BellSouth will provide DC power to an Adjacent Collocation site where technically feasible, as that term

has been defined by the FCC, and in accordance with applicable law, BellSouth will provide DC power in an Adjacent Arrangement provided that such provisioning can be done in compliance with the NEC, any and all safety and local codes, such as, but not limited to, local zoning codes, and upon completion of negotiations between the Parties on the applicable rates and intervals. ACCESS Integrated will pay for any and all (one hundred percent (100%)) DC power construction and provisioning costs to an Adjacent Arrangement through ICB pricing that must be paid as follows: fifty percent (50%) before the DC installation work begins, and fifty percent (50%) at completion of the DC installation work to the Adjacent Arrangement. ACCESS Integrated's BellSouth Certified Supplier shall be responsible, at ACCESS Integrated's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared caged Host/Guest collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 CCXCs

3.5.1 A CCXC is a cross-connection between ACCESS Integrated and another collocated telecommunications carrier, other than BellSouth, in the same BellSouth Remote Site Location. Where technically feasible, BellSouth will permit ACCESS Integrated to interconnect between its Remote Collocation Space(s) and Remote Collocation Space(s) of another (or other) collocated telecommunications carrier(s) within the same BellSouth Remote Site Location via a CCXC, pursuant to FCC Rules. The other collocated telecommunications carrier's agreement must also contain CCXC rates, terms and conditions before BellSouth will permit the provisioning of CCXC between the two (2) collocated carriers. The applicable BellSouth charges will be assessed to the collocated telecommunications carrier that requests the CCXC. ACCESS Integrated is prohibited from using the Remote Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.

3.5.2 ACCESS Integrated must contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned by ACCESS Integrated. Such cross-connections to other collocated telecommunications carriers may be made using either optical or electrical facilities. ACCESS Integrated shall be responsible for providing a LOA, with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. The CCXC shall utilize BellSouth common cable support structure. There will be a recurring charge per linear foot, per cable, of the common cable support structure used by ACCESS Integrated to provision the CCXC to the other collocated telecommunications carrier. In those instances where ACCESS Integrated's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Remote Collocation Spaces, ACCESS Integrated may use its own technicians to install the CCXCs using either electrical or optical facilities between the sets of equipment of both collocated telecommunications carriers by constructing a dedicated cable support

structure between the two (2) contiguous cages. ACCESS Integrated shall deploy such optical or electrical cross-connections directly between its own equipment and the equipment of the other collocated telecommunications carrier without being routed through BellSouth's equipment or, in the case of a CCXC provisioned between contiguous collocation spaces, common cable support structure. ACCESS Integrated shall not provision CCXC on any BellSouth distribution frame, POT Bay, DSX panel or LGX panel. ACCESS Integrated is solely responsible for ensuring the integrity of the signal.

- 3.5.3 To place an order for a CCXC, ACCESS Integrated must submit an application to BellSouth. If no modification to the Remote Collocation Space is requested other than the placement of a CCXC, the Co-Carrier Cross-connect Application Fee for a CCXC, as defined in Exhibit B, will apply. If other modifications are requested, in addition to the placement of a CCXC, the Application Fee will apply. BellSouth will bill this nonrecurring charge on the date that it provides an Application Response to ACCESS Integrated.

4. Occupancy

- 4.1 Space Ready Date. BellSouth will notify ACCESS Integrated in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. ACCESS Integrated will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) days after BellSouth notifies ACCESS Integrated that Remote Collocation Space is ready for occupancy (Space Ready Date). BellSouth will correct any deviations to ACCESS Integrated's original or jointly amended requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame, and BellSouth shall establish a new Space Ready Date. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days after the new Space Ready Date. This follow up acceptance walkthrough will be limited to those items identified in the initial walkthrough. If ACCESS Integrated completes its acceptance walkthrough within the fifteen (15) day interval(s) associated with the applicable Space Ready Date, billing will begin upon the date of ACCESS Integrated's acceptance of the Remote Collocation Space (Space Acceptance Date). In the event that ACCESS Integrated fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by ACCESS Integrated on the Space Ready Date and billing will commence from that date.
- 4.3 Early Space Acceptance. If ACCESS Integrated decides to occupy the Remote Collocation Space prior to the Space Ready Date, the date ACCESS Integrated occupies the space is deemed the Space Acceptance Date and billing will begin from that date. ACCESS Integrated must notify BellSouth in writing that its collocation equipment installation is complete. ACCESS Integrated's collocation equipment installation is complete, which is when ACCESS Integrated's

equipment has been cross-connected to BellSouth's network for the purpose of provisioning telecommunication services to ACCESS Integrated's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from ACCESS Integrated.

- 4.4 ACCESS Integrated must notify BellSouth in writing that its collocation equipment installation is complete. ACCESS Integrated's collocation equipment installation is complete, when ACCESS Integrated's equipment has been cross-connected to BellSouth's network for the purpose of provisioning Telecommunication Services to ACCESS Integrated's customers. BellSouth may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice from ACCESS Integrated.

4.5 Termination of Occupancy

- 4.5.1 In addition to any other provisions addressing termination of occupancy in this Attachment, ACCESS Integrated may terminate occupancy in a particular Remote Collocation Space by submitting an application requesting termination of occupancy for such Remote Collocation Space. Such termination shall be effective upon BellSouth's acceptance of the Space Relinquishment Form. Billing for monthly recurring charges will cease on the date ACCESS Integrated and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that ACCESS Integrated signs off on the Space Relinquishment Form and sends the form to BellSouth if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. If the subsequent inspection by BellSouth reveals any discrepancies, billing will cease on the date that BellSouth and ACCESS Integrated jointly conduct an inspection, which confirms that ACCESS Integrated has corrected the discrepancies. An Application Fee will not apply for termination of occupancy. BellSouth may terminate ACCESS Integrated's right to occupy the Remote Collocation Space in the event ACCESS Integrated fails to comply with any provision of this Agreement, provided BellSouth gives ACCESS Integrated fifteen (15) days prior written notice of the failure to comply with any provision of this Agreement for such Remote Collocation Space and gives ACCESS Integrated an opportunity to cure. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing.

- 4.5.2 Upon termination of occupancy, ACCESS Integrated, at its sole expense, shall remove its equipment and other property from the Remote Collocation Space. ACCESS Integrated shall have thirty (30) days from the BFFO date (Termination Date) to complete such removal, including the removal of all equipment and facilities of ACCESS Integrated's Guest(s), unless ACCESS Integrated's Guest(s) has assumed responsibility for the Remote Collocation Space housing the Guest(s)'s equipment and executed the appropriate documentation required by BellSouth to transfer the Remote Collocation Space to the Guest(s) prior to ACCESS Integrated's Termination Date.

- 4.5.3 ACCESS Integrated shall continue payment of all monthly recurring charges to BellSouth until the date ACCESS Integrated, and if applicable ACCESS Integrated's Guest(s), has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. If ACCESS Integrated or ACCESS Integrated's Guest(s) fails to vacate the Remote Collocation Space within thirty (30) days from the Termination Date, BellSouth shall have the right to remove and dispose of the equipment and any other property of ACCESS Integrated or ACCESS Integrated's Guest(s), in any manner that BellSouth deems fit, at ACCESS Integrated's expense and with no liability whatsoever for ACCESS Integrated's property or ACCESS Integrated's Guest(s)'s property.
- 4.5.4 Upon termination of ACCESS Integrated's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and ACCESS Integrated shall surrender such Remote Collocation Space to BellSouth in the same condition as when it was first occupied by ACCESS Integrated, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. For CEVs and huts, ACCESS Integrated's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth specifications including, but not limited to, Record Drawings and ERMA Records. ACCESS Integrated shall be responsible for the cost of removing any ACCESS Integrated constructed enclosure, as well as any support structures (e.g., racking, conduits, power cables, etc.), by the Termination Date and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

5.1 Equipment Type

- 5.1.1 BellSouth permits the collocation and use of any type of equipment that is necessary and will be used primarily for interconnection to BellSouth's network or for access to UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. § 51.323 (b). Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economical, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any affiliate, subsidiary, or other party.
- 5.1.2 Examples of equipment that would not be considered necessary include but are not limited to: traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, OSS equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional

equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

- 5.1.3 Such equipment must, at a minimum, meet the following Telcordia NEBS General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation equipment based on ACCESS Integrated's failure to comply with this Section.
- 5.1.3.1 All ACCESS Integrated equipment installation shall comply with TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory.
- 5.1.4 ACCESS Integrated shall identify to BellSouth whenever ACCESS Integrated submits a MOP adding equipment to ACCESS Integrated's Remote Collocation Space all UCC-1 lien holders or other entities that have a financial interest, secured or otherwise, in the equipment in ACCESS Integrated's Remote Collocation Space. ACCESS Integrated shall submit a copy of the list of any lien holders or other entities that have a financial interest to ACCESS Integrated's ATCC Representative.
- 5.2 No Marketing. ACCESS Integrated shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Equipment Identification. ACCESS Integrated shall place a plaque or affix other identification (e.g., stenciling or labeling) to each piece of ACCESS Integrated's equipment, including the appropriate emergency contacts with their corresponding telephone numbers, in order for BellSouth to properly identify ACCESS Integrated's equipment in the case of an emergency. For caged Remote Collocation Space, such identification must be placed on a plaque affixed to the outside of the caged enclosure.
- 5.4 Entrance Facilities. ACCESS Integrated may elect to place ACCESS Integrated-owned or ACCESS Integrated-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. ACCESS Integrated will provide and place copper

cable through conduit from the Remote Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. ACCESS Integrated must contact BellSouth for authorization and instruction prior to placing any entrance facility cable. ACCESS Integrated is responsible for maintenance of the entrance facilities that terminate into ACCESS Integrated's Remote Collocation Space. Nonrecurring charges for cable installation will be assessed on a per cable basis as set forth in Exhibit B upon receipt of ACCESS Integrated's BFFO. Recurring charges for the cable support structure will be billed at the rates set forth in Exhibit B.

- 5.5 Shared Use. ACCESS Integrated may utilize spare capacity on an existing telecommunications carrier's entrance facility for the purpose of obtaining an entrance facility to ACCESS Integrated's Remote Collocation Space within the same BellSouth Remote Site Location.
- 5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between ACCESS Integrated's equipment and/or network facilities and BellSouth's network facilities. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. ACCESS Integrated or its agent must perform all required maintenance to ACCESS Integrated equipment/facilities on its side of the demarcation point, pursuant to Section 5.7, below.
- 5.7 Equipment and Facilities. ACCESS Integrated, or if required by this Attachment, ACCESS Integrated's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and network facilities used by ACCESS Integrated which must be performed in compliance with all applicable BellSouth specifications. Such equipment and network facilities may include but are not limited to cable(s), equipment, and point of termination connections. ACCESS Integrated and its selected BellSouth Certified Supplier must follow and comply with all BellSouth specifications outlined in the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.8 BellSouth Access. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications. Except in case of emergency, BellSouth will give notice to ACCESS Integrated at least forty-eight (48) hours before access to the Remote Collocation Space is required. ACCESS Integrated may elect to be present whenever BellSouth performs work in the Remote Collocation Space. The Parties agree that ACCESS Integrated will not bear any of the expense associated with this work. In the case of an emergency, BellSouth will provide oral notice of entry as soon as possible and, upon request, will provide subsequent written notice.

- 5.9 Customer Access. Pursuant to Section 12 below, ACCESS Integrated shall have access to its Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. ACCESS Integrated agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of ACCESS Integrated or ACCESS Integrated's Guest(s) with ACCESS Integrated's written request for access keys or cards (Access Devices) for specific BellSouth Premises, prior to the issuance of said Access Devices, using Form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. The appropriate key acknowledgement forms (the Collocation Acknowledgement Sheet for access cards and the Key Acknowledgement Form for keys) must be signed by ACCESS Integrated and returned to BellSouth Access Management within fifteen (15) days of ACCESS Integrated's receipt of these forms. Failure to return these properly acknowledged forms will result in the subsequent access key or card requests being held by BellSouth until the proper acknowledgement documents have been received by BellSouth and reflect current information. Access Devices may not be duplicated under any circumstances. ACCESS Integrated agrees to be responsible for all Access Devices and for the return of all Access Devices in the possession of ACCESS Integrated's employees, suppliers, agents, or Guests after termination of the employment relationship, the contractual obligation with ACCESS Integrated ends, upon the termination of this Agreement, or upon the termination of occupancy of Remote Collocation Space in a specific BellSouth Premises. ACCESS Integrated shall pay all applicable charges associated with lost or stolen Access Devices.
- 5.9.1 BellSouth will permit one (1) accompanied site visit, which will be limited to no more than one (1) hour, to ACCESS Integrated's designated Remote Collocation Space, after receipt of the BFFO, without charge to ACCESS Integrated. ACCESS Integrated must submit to BellSouth the completed Access Control Request Form for all employees, suppliers, agents or Guests requiring access to a BellSouth Premises at least thirty (30) days prior to the date ACCESS Integrated desires to gain access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, ACCESS Integrated may submit a request for its one (1) free accompanied site visit to its designated Remote Collocation Space at any time subsequent to BellSouth's receipt of the BFFO. In the event ACCESS Integrated desires access to its designated Remote Collocation Space after the first accompanied free visit and ACCESS Integrated's access request form(s) has not been approved by BellSouth or ACCESS Integrated has not yet submitted an access request form to BellSouth, ACCESS Integrated shall be permitted to access the Remote Collocation Space accompanied by a BellSouth security escort, at ACCESS Integrated's expense, which will be assessed pursuant to the Security Escort fees contained in Exhibit B. ACCESS Integrated must request that escorted access be provided by BellSouth to ACCESS Integrated's designated Remote Collocation Space at least three (3) business days prior to the date such access is desired. A BellSouth security escort

will be required whenever ACCESS Integrated or its approved agent or supplier requires access to the entrance manhole.

- 5.10 Lost or Stolen Access Keys. ACCESS Integrated shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), ACCESS Integrated shall pay for all reasonable costs associated with the re-keying or deactivating the device(s).

5.11 Interference or Impairment

- 5.11.1 Notwithstanding any other provisions of this Attachment, ACCESS Integrated shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that: (1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; (2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; (3) compromises the privacy of any communications routed through the Remote Site; or (4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ACCESS Integrated violates the provisions of this Section, BellSouth shall provide written notice to ACCESS Integrated, which shall direct ACCESS Integrated to cure the violation within forty-eight (48) hours of ACCESS Integrated's receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct the inspection of the Remote Collocation Space.

- 5.11.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ACCESS Integrated fails to take cure the violation within forty-eight (48) hours or, if such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, or if the violation is of a character which poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat including, without limitation, the interruption of electrical power to ACCESS Integrated's equipment and/or facilities. BellSouth will endeavor, but is not required, to provide notice to ACCESS Integrated prior to the taking of such action and BellSouth shall have no liability to ACCESS Integrated for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

- 5.11.3 For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ACCESS Integrated fails to take curative action within forty-eight (48) hours, or such cure is not possible, to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible, BellSouth will establish before the appropriate Commission that the technology deployed is causing the significant degradation. Any claims of network harm presented to ACCESS Integrated or, if subsequently necessary, the Commission must be provided by BellSouth with specific and verifiable information. Where BellSouth demonstrates that a certain technology deployed by ACCESS Integrated is significantly degrading the performance of other advanced services or traditional voice band services, ACCESS Integrated shall discontinue deployment of that technology and migrate its customers to other technologies that will not significantly degrade the performance of such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment, pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.12 Personalty and Its Removal. Facilities and equipment placed by ACCESS Integrated in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personal property and may be removed by ACCESS Integrated at any time. Any damage caused to the Remote Collocation Space by ACCESS Integrated’s employees, suppliers, agents or Guests during the installation or removal of such property shall be promptly repaired by ACCESS Integrated at its sole expense.
- 5.13 Alterations. Under no condition shall ACCESS Integrated or any person acting on behalf of ACCESS Integrated make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location, hereinafter referred to individually or collectively as “Alterations”, without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by ACCESS Integrated. An Alteration shall require the submission of an application and Application Fee. BellSouth will bill the nonrecurring fee on the date that BellSouth provides ACCESS Integrated with an Application Response.
- 5.14 Upkeep of Remote Collocation Space. ACCESS Integrated shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. ACCESS Integrated shall be responsible for removing any of ACCESS Integrated’s debris from the Remote Collocation Space and from in and around the Remote Site Location on each visit.

6. Ordering and Preparation of Remote Collocation Space

- 6.1 Procedures and Intervals. Should any state or federal regulatory agency impose procedures or intervals applicable to ACCESS Integrated and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Attachment, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof.
- 6.2 Remote Site Application. When ACCESS Integrated or ACCESS Integrated's Guest(s) desires to install a bay in a Remote Site Location, ACCESS Integrated shall input a BellSouth Physical Expanded Interconnection Application Document (Application) directly into BellSouth's electronic application (e.App) system for processing. The Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Application are completed with the appropriate type of information. An Application Fee, as set forth in Exhibit B, will apply to each Application submitted by ACCESS Integrated and will be billed on the date BellSouth provides ACCESS Integrated with an Application Response. The placement of an additional bay at a later date will be treated in the same fashion and an Application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 5.7 above, within an existing bay, does not require an Application.
- 6.3 Availability of Space. Upon submission of an Application, BellSouth will permit ACCESS Integrated to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 below shall apply, or BellSouth may elect to deny space in accordance with this Section, in which case, virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify ACCESS Integrated of the amount that is available.
- 6.4 Space Availability Notification. For all states except Florida and Tennessee, BellSouth will respond to an Application within ten (10) days as to whether space is available or not available within a BellSouth Remote Site Location. In Florida and Tennessee, BellSouth will respond to an Application within fifteen (15) days as to whether space is available or not available within a BellSouth Premises. BellSouth's e.App system will reflect when ACCESS Integrated's Application is Bona Fide. If the Application cannot be Bona Fide, BellSouth will identify what revisions are necessary for the Application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ACCESS Integrated of the amount of space that is available and no Application fee will apply. When BellSouth's response includes an amount of space less than that requested by

ACCESS Integrated or space that is configured differently, no Application Fee shall apply. If ACCESS Integrated decides to accept the available space, ACCESS Integrated must resubmit its Application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO. When ACCESS Integrated resubmits its Application to accept the available space, BellSouth will bill ACCESS Integrated the appropriate Application Fee.

- 6.5 Denial of Application. If BellSouth notifies ACCESS Integrated that no space is available (Denial of Application), BellSouth will not assess an Application Fee to ACCESS Integrated. After notifying ACCESS Integrated that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow ACCESS Integrated, upon request, to tour the Remote Site Location within ten (10) days of such Denial of Application. In order to schedule this tour within ten (10) days, BellSouth must receive the request for the tour of the Remote Site Location within five (5) days of the Denial of Application.
- 6.6 Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the appropriate Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ACCESS Integrated to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.7 Waiting List
- 6.7.1 On a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers who have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.7.2 In Florida, on a first-come, first-serve basis, which is governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting telecommunications carriers that have either received a Denial of Application or, where it is publicly known that a Remote Site Location is out of space, have submitted a Letter of Intent to collocate in that Remote Site Location. Sixty (60) days prior to Remote Collocation Space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space will become available. If BellSouth does not know sixty (60) days in advance of when Remote Collocation Space will become

available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space will become available.

- 6.7.3 When Remote Collocation Space becomes available, ACCESS Integrated must submit an updated, complete, and accurate Application to BellSouth within thirty (30) days of such notification that Remote Collocation Space will be available in the requested Remote Site Location previously out of space. If ACCESS Integrated has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, ACCESS Integrated may refuse such space and notify BellSouth in writing, within the thirty (30) day timeframe referenced above, that ACCESS Integrated wishes to maintain its place on the waiting list for caged Remote Collocation Space, without accepting the available cageless Remote Collocation Space. ACCESS Integrated may accept an amount of space less than what it originally requested by submitting an Application as set forth above, and, upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ACCESS Integrated does not submit an Application or notify BellSouth in writing within the thirty (30) day timeframe as described above, BellSouth will offer the available Remote Collocation Space to the next telecommunications carrier on the waiting list and remove ACCESS Integrated from the waiting list. Upon request, BellSouth will advise ACCESS Integrated as to its position on the waiting list for a particular Remote Site Location.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services Web site, a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that there is insufficient space to accommodate collocation at the Remote Site Location. BellSouth will also post a document on its Interconnection Services Web site that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.9 Application Response. In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide Application, when Remote Collocation Space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the Remote Collocation Space available, BellSouth will provide an Application Response including sufficient information to enable ACCESS Integrated to place a firm order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below. When ACCESS Integrated submits ten (10) or more Applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when Remote Collocation Space has been determined to be available, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide Application. The Application Response will be a written response that includes sufficient information to enable ACCESS Integrated to place a firm order, which, at a minimum, will include the configuration of the space, the Cable Installation Fee, the Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.

6.10 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to (1) Customer Information, (2) Contact Information or (3) Billing Contact Information, whether at the request of ACCESS Integrated or as necessitated by technical considerations, the Application shall be considered a new Application and handled as a new Application with respect to the response and provisioning intervals. BellSouth will charge ACCESS Integrated the Application Fee as set forth in Exhibit B. BellSouth will bill the nonrecurring fee on the date that BellSouth provides an Application Response.

6.11 BFFO

6.11.1 ACCESS Integrated shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a BFFO to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after BellSouth's Application Response to ACCESS Integrated's Bona Fide Application or ACCESS Integrated's Application will expire.

6.11.2 BellSouth will establish a Firm Order date based upon the date BellSouth is in receipt of ACCESS Integrated's BFFO. BellSouth will acknowledge the receipt of ACCESS Integrated's BFFO within seven (7) days of receipt, so that ACCESS Integrated will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions may be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

7.1.1 In Florida and Tennessee, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to Remote Collocation Space after the initial space has been completed, BellSouth will complete construction for Remote Collocation Space as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties, as long as no additional space has been requested by ACCESS Integrated. If additional space has been requested by ACCESS Integrated,

BellSouth will complete construction for the requested Remote Collocation Space as soon as possible within a maximum of ninety (90) days from receipt of a BFFO for physical Remote Collocation Space and forty-five (45) days from receipt of a BFFO for virtual Remote Collocation Space. If BellSouth does not believe that construction will be completed within the relevant provisioning interval and BellSouth and ACCESS Integrated cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, or within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission.

- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for Remote Collocation Space under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes required to BellSouth's support systems. (Examples include, but are not limited to: minor modifications to HVAC, cabling and BellSouth's power plant). Extraordinary conditions, include, but may not be limited to: major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; major upgrades for ADA compliance; environmental hazards or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval for the Remote Collocation Space requested or BellSouth may seek a waiver from the interval, as set forth above, from the appropriate Commission, if BellSouth does not believe that construction will be completed within the relevant provisioning interval.
- 7.1.3 If BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect, but not be limited, to make additional space available by rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide ACCESS Integrated with the estimated completion date in its Application Response.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and ACCESS Integrated will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Remote Collocation Space and the equipment configuration requirements, as reflected in the Application and affirmed in the BFFO.
- 7.3 Permits. Each Party, its agent(s) or BellSouth Certified Supplier(s) will diligently pursue filing for the permits required for the scope of work to be performed by

that Party, its agent(s) or BellSouth Certified Supplier(s) within ten (10) days of the completion of finalized construction designs and specifications.

7.4 Use of BellSouth Certified Supplier. ACCESS Integrated shall select a supplier, which has been approved as a BellSouth Certified Supplier to perform all construction, engineering (as specified in TR 73503), installation, and removal work. ACCESS Integrated, if a BellSouth Certified Supplier, or ACCESS Integrated's BellSouth Certified Supplier must follow and comply with all of BellSouth's specifications and the following BellSouth Technical Requirements: TR 73503, TR 73519, TR 73572, and TR 73564. Unless the BellSouth Certified Supplier has met the requirements for all of the required work activities, ACCESS Integrated must use a different BellSouth Certified Supplier for the work activities associated with transmission equipment, switching equipment and power equipment. BellSouth shall provide ACCESS Integrated with a list of BellSouth Certified Suppliers, upon request. ACCESS Integrated, if a BellSouth Certified Supplier, or ACCESS Integrated's BellSouth Certified Supplier(s) shall be responsible for installing ACCESS Integrated's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ACCESS Integrated upon successful completion of the installation and any associated work. When a BellSouth Certified Supplier is used by ACCESS Integrated, the BellSouth Certified Supplier shall bill ACCESS Integrated directly for all work performed for ACCESS Integrated pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by ACCESS Integrated's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to ACCESS Integrated or any supplier proposed by ACCESS Integrated and will not unreasonably withhold certification. All work performed by or for ACCESS Integrated shall conform to generally accepted industry standards.

7.5 Alarms and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. ACCESS Integrated shall be responsible for the placement, monitoring and removal of environmental and equipment alarms used to service ACCESS Integrated's Remote Collocation Space. Upon request, BellSouth will provide ACCESS Integrated with applicable BellSouth tariffed service(s) to facilitate remote monitoring of collocated equipment by ACCESS Integrated. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.

7.6 Virtual to Physical Remote Collocation Space Relocation

7.6.1 In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations and physical Remote Collocation Space has subsequently become available, ACCESS Integrated may relocate its existing virtual Remote Collocation Space(s) to

physical Remote Collocation Space and pay the appropriate fees associated with the rearrangement or reconfiguration of the services being terminated into the virtual Remote Collocation Space. If BellSouth knows when additional physical Remote Collocation Space may become available at the Remote Site Location requested by ACCESS Integrated, such information will be provided to ACCESS Integrated in BellSouth's written denial of physical Remote Collocation Space. To the extent that: (i) physical Remote Collocation Space becomes available to ACCESS Integrated within one hundred eighty (180) days of BellSouth's written denial of ACCESS Integrated's request for physical Remote Collocation Space; (ii) BellSouth had knowledge that the Remote Collocation Space was going to become available; and (iii) ACCESS Integrated was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty (180) day period, then ACCESS Integrated may relocate its virtual Remote Collocation Space to a physical Remote Collocation Space and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Collocation Space. ACCESS Integrated must arrange with a BellSouth Certified Supplier for the relocation of equipment from a virtual Remote Collocation Space to a physical Remote Collocation Space and will bear the cost of such relocation, including the costs associated with moving the services from the virtual Remote Collocation Space to the new physical Remote Collocation Space.

- 7.6.2 In Alabama, BellSouth will complete a relocation of a virtual Remote Collocation Space to a cageless physical Remote Collocation Space within sixty (60) days from BellSouth's receipt of a BFFO and from a virtual Remote Collocation Space to a caged physical Remote Collocation Space within ninety (90) days from BellSouth's receipt of a BFFO.

7.7 Virtual to Physical Conversion (In-Place)

- 7.7.1 Virtual Remote Collocation Space may be converted to "in-place" physical caged Remote Collocation Space if the potential conversion meets all of the following criteria: (1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual Remote Collocation Space; (2) the conversion of the virtual Remote Collocation Space will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; and (3) any changes to the existing Remote Collocation Space can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified herein, BellSouth will complete virtual to physical Remote Collocation Space conversions (in-place) within sixty (60) days from receipt of the BFFO. BellSouth will bill ACCESS Integrated an Application Fee, as set forth in Exhibit B, on the date BellSouth provides an Application Response to ACCESS Integrated.

- 7.7.2 In Alabama and Tennessee, BellSouth will complete virtual to physical conversions (in-place) within thirty (30) days from receipt of the BFFO as long as the conversion meets all of the criteria specified in Section 7.7 above.
- 7.8 Cancellation. Unless otherwise specified in this Attachment, if at any time prior to Space Acceptance, ACCESS Integrated cancels its order for Remote Collocation Space (Cancellation), BellSouth will bill the applicable nonrecurring charge(s) for any and all work processes for which work has begun or been completed. In Florida, if ACCESS Integrated cancels its order for Remote Collocation Space at any time prior to the Space Ready Date, no cancellation fee shall be assessed by BellSouth; however, ACCESS Integrated will be responsible for reimbursing BellSouth for any costs specifically incurred by BellSouth on behalf of ACCESS Integrated up to the date that the written notice of cancellation was received by BellSouth. In Georgia, if ACCESS Integrated cancels its order for Remote Collocation Space at any time prior to Space Acceptance, BellSouth will bill ACCESS Integrated for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the firm order not been cancelled.
- 7.9 Licenses. ACCESS Integrated, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, permits, licenses, and certificates necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Remote Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Rates. ACCESS Integrated agrees to pay the rates and charges identified in Exhibit B.
- 8.2 Recurring Charges. If ACCESS Integrated has met the applicable fifteen (15) day acceptance walkthrough interval specified in Section 4 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event ACCESS Integrated fails to complete an acceptance walkthrough within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If ACCESS Integrated occupies the space prior to the Space Ready Date, the date ACCESS Integrated occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in ACCESS Integrated's next billing cycle and will include any prorated charges for the period from ACCESS Integrated's Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.2 above, to the date the bill is issued by BellSouth.

- 8.3 Application Fee. BellSouth shall assess a nonrecurring Application Fee, via a service order, on the date that BellSouth provides an Application Response. BellSouth will bill the appropriate nonrecurring Application Fee on the date that BellSouth provides an Application Response to ACCESS Integrated.
- 8.4 Bay Space. The bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power ACCESS Integrated's equipment. ACCESS Integrated shall remit bay space charges based upon the number of bays requested. BellSouth will assign Remote Collocation Space in conventional remote site bay lineups where feasible.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for ACCESS Integrated's Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced above in Section 8.4 above. If the power requirements for ACCESS Integrated's equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis. BellSouth will revise ACCESS Integrated's recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by ACCESS Integrated's BellSouth Certified Vendor. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from ACCESS Integrated certifying the completion of the power reduction, including the removal of the power cabling by ACCESS Integrated's BellSouth Certified Supplier.
- 8.6 Adjacent Collocation Power. Charges for AC power will be assessed on a per breaker ampere, per month basis. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by ACCESS Integrated's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install the protection devices and power cables for Adjacent Collocation. ACCESS Integrated's BellSouth Certified Supplier must provide a copy of the engineering power specifications prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At ACCESS Integrated's option, ACCESS Integrated may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.7 Security Escort. After ACCESS Integrated has used its one accompanied site visit, pursuant to Section 5.9.1 above, and prior to ACCESS Integrated's completion of the BellSouth Security Training requirements, contained in Section 12 below, a security escort will be required when ACCESS Integrated's employees, approved agent, supplier, or Guest(s) desire access to the Remote Site Location. The rates for security escort service are assessed pursuant to the fee

schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. BellSouth will wait for one half (1/2) hour after the scheduled escort time to provide such requested escort service and ACCESS Integrated shall pay for such half hour charges in the event ACCESS Integrated's employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

- 8.8 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

9. Insurance

- 9.1 ACCESS Integrated shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 9.2 ACCESS Integrated shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) each employee by disease, and five hundred thousand dollars (\$500,000) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of ACCESS Integrated's real and personal property situated on or within a BellSouth Premises and BellSouth's Remote Site Locations.
- 9.2.4 ACCESS Integrated may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to ACCESS Integrated to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by ACCESS Integrated shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to a

BellSouth Remote Site Location and shall remain in effect for the term of this Agreement or until all of ACCESS Integrated's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If ACCESS Integrated fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ACCESS Integrated.

- 9.5 ACCESS Integrated shall submit certificates of insurance reflecting the coverage required pursuant to this Section within a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ACCESS Integrated shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation or non-renewal from ACCESS Integrated's insurance company. ACCESS Integrated shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Office - Finance
17F54 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

- 9.6 ACCESS Integrated must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to such recommendations.
- 9.7 Self-Insurance. If ACCESS Integrated's net worth exceeds five hundred million dollars (\$500,000,000), ACCESS Integrated may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 9.2 above. ACCESS Integrated shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ACCESS Integrated in the event that self-insurance status is not granted to ACCESS Integrated. If BellSouth approves ACCESS Integrated for self-insurance, ACCESS Integrated shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ACCESS Integrated's corporate officers. The ability to self-insure shall continue so long as ACCESS Integrated meets all of the requirements of this Section. If ACCESS Integrated subsequently no longer satisfies the requirements of this Section, ACCESS Integrated is required to purchase insurance as indicated by Section 9.2 above.
- 9.8 The net worth requirements set forth in Section 9.7 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days' notice to ACCESS Integrated to at least such minimum limits as shall then be customary with respect to comparable occupancy of a BellSouth Premises.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens are filed against property of either Party (BellSouth or ACCESS Integrated), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of ACCESS Integrated's equipment and facilities in ACCESS Integrated's Remote Collocation Space(s) prior to the activation of facilities and/or services between ACCESS Integrated's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ACCESS Integrated adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ACCESS Integrated with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspections shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, ACCESS Integrated will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ACCESS Integrated employee hired in the past five (5) years being considered for work on a BellSouth Remote Site Location, for the states/counties where the ACCESS Integrated employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ACCESS Integrated shall not be required to perform this investigation if an affiliated company of ACCESS Integrated has performed an investigation of the ACCESS Integrated employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ACCESS Integrated has performed a pre-employment statewide investigation of criminal history records of the ACCESS Integrated employee for the states/counties where the ACCESS Integrated employee has worked and lived for the past five (5) years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 ACCESS Integrated will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth at BellSouth's Interconnection Web site: www.interconnection.bellsouth.com/guides.
- 12.3 ACCESS Integrated shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in ACCESS Integrated's Remote Collocation Space or other areas in or around the Remote Site Location. The photo identification card shall bear, at a minimum, the employee's name and photo, and ACCESS Integrated's name. BellSouth reserves the right to remove from its Remote Site Location any employee of ACCESS Integrated not possessing identification issued by ACCESS Integrated or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ACCESS Integrated shall hold BellSouth harmless for any damages resulting from such removal of ACCESS Integrated's personnel from BellSouth Remote Site Location. ACCESS Integrated shall be solely responsible for ensuring that any Guest(s) of ACCESS Integrated is in compliance with all subsections of this Section.

- 12.4 ACCESS Integrated shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. ACCESS Integrated shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any of ACCESS Integrated's personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event ACCESS Integrated chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ACCESS Integrated may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 ACCESS Integrated shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 ACCESS Integrated shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to the commission of a criminal offense, whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each ACCESS Integrated employee or agent hired by ACCESS Integrated within five (5) years prior to being considered for work on the BellSouth Premises or BellSouth's Remote Site Locations, who requires access to a BellSouth Remote Site Location to perform work in ACCESS Integrated's Remote Collocation Space(s), ACCESS Integrated shall furnish BellSouth, a certification that the aforementioned background check and security training were completed. This certification must be provided to and approved by BellSouth before an employee or agent will be granted such access to a BellSouth Premises. The certification will contain a statement that no felony convictions were found and certifying that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, ACCESS Integrated will disclose the nature of the convictions to BellSouth at that time. In the alternative, ACCESS Integrated may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, other than misdemeanor traffic violations.
- 12.5.1 For all other ACCESS Integrated employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, ACCESS Integrated shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.

- 12.6 At BellSouth's request, ACCESS Integrated shall promptly remove from the BellSouth Remote Site Location any employee of ACCESS Integrated that BellSouth does not wish to grant access to a Remote Site Location: (1) pursuant to any investigation conducted by BellSouth, or (2) prior to the initiation of an investigation if an employee of ACCESS Integrated is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall be promptly commenced by BellSouth.
- 12.7 Security Violations. BellSouth reserves the right to interview ACCESS Integrated's employees, agents, suppliers, or Guests in the event of wrongdoing in or around a BellSouth Premises or Remote Site Location or involving BellSouth's or another collocated telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to ACCESS Integrated's Security representative of such interview. ACCESS Integrated and its employees, agents, suppliers, or Guests shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ACCESS Integrated's employees, agents, suppliers, or Guests. Additionally, BellSouth reserves the right to bill ACCESS Integrated for all reasonable costs associated with investigations involving its employees, agents, or suppliers, or Guests if it is established and mutually agreed in good faith that ACCESS Integrated's employees, agents, suppliers, or Guests are responsible for the alleged act(s). BellSouth shall bill ACCESS Integrated for BellSouth property, which is stolen or damaged, where an investigation determines the culpability of ACCESS Integrated's employees, agents, suppliers, or Guests and where ACCESS Integrated agrees, in good faith, with the results of such investigation. ACCESS Integrated shall notify BellSouth in writing immediately in the event that ACCESS Integrated discovers one of its employees, agents, suppliers, or Guests already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from a BellSouth Premises or Remote Site Location, any employee found to have violated the security and safety requirements of this Section. ACCESS Integrated shall hold BellSouth harmless for any damages resulting from such removal of ACCESS Integrated's personnel from a BellSouth Premises.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g., plug-in cards) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephone(s) of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees, agents, suppliers, or Guests.

13. Destruction of Remote Collocation Space

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, hurricane, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for ACCESS Integrated's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ACCESS Integrated's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ACCESS Integrated, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ACCESS Integrated may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided, however, that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. A BellSouth Certified Vendor must perform a rebuild of equipment. If ACCESS Integrated's acceleration of the project increases the cost of the project, then those additional charges will be incurred at ACCESS Integrated's expense. Where allowed and where practical, ACCESS Integrated may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, ACCESS Integrated shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for ACCESS Integrated's permitted use, until such Remote Collocation Space is fully repaired and restored and ACCESS Integrated's equipment installed therein (but in no event later than thirty (30) days after the Remote Collocation Space is fully repaired and restored). Where ACCESS Integrated has placed a Remote Site Adjacent Arrangement pursuant to Section 3.4 above, ACCESS Integrated shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the date possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with a proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and ACCESS Integrated shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

15. Nonexclusivity

- 15.1 ACCESS Integrated understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of Remote Collocation Space pursuant to all such agreements shall be determined by space availability and made on a first come, first serve basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing physical collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and ACCESS Integrated agree to comply with applicable federal, state, and local environmental and safety laws and regulations including USEPA regulations issued under the CAA, CWA, RCRA, CERCLA, SARA, the TSCA, OSHA regulations, NFPA, NEC and NESC (Applicable Laws) requirements. Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and ACCESS Integrated shall provide notice to the other, including any MSDSs, of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ACCESS Integrated should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ACCESS Integrated to follow when working at a BellSouth Remote Site Location (see Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. ACCESS Integrated will require its suppliers, agents, Guests and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 below lists the Environmental categories where BST practices should be followed by ACCESS Integrated when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect ACCESS Integrated's Remote Collocation Space with proper notification. BellSouth reserves the right to stop any ACCESS Integrated work operation that imposes Imminent Danger to the environment, employees or other persons in or around a Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned a BellSouth Remote Site Location by ACCESS Integrated are owned by and considered the property of ACCESS Integrated. ACCESS Integrated will indemnify BellSouth for claims, lawsuits or damages to

persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ACCESS Integrated or different hazardous materials used by ACCESS Integrated at the BellSouth Remote Site Location. ACCESS Integrated must demonstrate adequate emergency response capabilities for the materials used by ACCESS Integrated or remaining at a BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by ACCESS Integrated to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and ACCESS Integrated will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, SPCC plans and community reporting. If fees are associated with filing, BellSouth and ACCESS Integrated will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ACCESS Integrated must comply with all of BellSouth's permit conditions and environmental processes, including environmental "BMP" (see Section 2, below) and the selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and ACCESS Integrated shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its employees, agents, suppliers, or Guests concerning its operations at a Remote Site Location.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, ACCESS Integrated agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety M&Ps, incorporated herein by this reference. ACCESS Integrated further agrees to cooperate with BellSouth to ensure that ACCESS Integrated's employees, agents, suppliers and/or Guests are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ACCESS Integrated, its employees, agents, suppliers and/or Guests.

- 2.1.1 The most current version of reference documentation must be requested from ACCESS Integrated's BellSouth Regional Contract Manager (RCM).

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>InsuranceACCESS Integrated</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact ATCC Representative for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste	Compliance with all applicable local, state, & federal laws and	<ul style="list-style-type: none"> • Std T&C 450

Other maintenance work	regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> • 29 C.F.R. § 1910.147 (OSHA Standard) • 29 C.F.R. § 1910 Subpart O (OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • –Procurement Manager (CRES Related Matters)-BST Supply Chain Services • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the OSHA hazard communication standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a remote site location which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. **ACRONYMS**

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

COLLOCATION - Alabama											Attachment: 4 Exh B						
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l			OSS Rates(\$)					
							First	Add'l				SOMAN	SOMAN	SOMAN	SOMAN		
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.49		77.13								
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		2.25		2.76								
	Virtual to Physical																
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00										
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00										
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00										
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00										
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00										
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00										
	Entrance Cable																
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		859.71		22.49								
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11											
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87										
VIRTUAL COLLOCATION																	
	Application																
	Virtual Collocation - Application Fee			AMTFS	EAF		1,205.26		0.51								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.22										
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.15										
	Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22											
	Power																
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83											
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCXX, UNCDX, UNCXX													
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UNCXX, UNCXX	UEAC2	0.03	12.30	11.80	6.03	5.44							
				UEA, UHL, UCL, UDL, UNCXX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73							
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPDX													
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, UNLD3, UDL3X, UNLD3	CNC1X	1.11	22.03	15.93	6.40	5.79							
	Virtual collocation - Special Access & UNE, cross-connect per DS3			UNC3X, UNC3X, ULDD3, U1TS1, UNLD3, UDL3X, UNLD3	CND3X	14.16	20.89	15.20	7.38	5.92							

COLLOCATION - Alabama															
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)			
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25					
	Virtual Collocation - 4-Fiber Cross Connects														
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016									
				UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C, UEPDD, UEPEX	VE1R2 VE1R4	0.03 0.05	12.30 12.39	11.80 11.87	6.03 6.39	5.44 5.73					
	Virtual Collocation 2-Wire Cross Connect, Port														
	Virtual Collocation 4-Wire Cross Connect, Port														
CFA															
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56								
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively														
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		759.29	488.11	133.00						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92		189.12						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81		5.90						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25		2.76						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88		9.66						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49		77.13						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.25		2.76						
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93	10.73							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05	13.86							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17	16.98							
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93	10.73							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47	13.86							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02	16.98							
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		859.71		22.49						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	14.97									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	201.42									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87								

COLLOCATION - Alabama														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.56							
	Remote Site DLEC Data (BRSDD), per Compact Disk, per OO Power, DC Power Provisioning (Alabama Only ICB Rate)			CLORS	PE1RR		233.38							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93	10.73						
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05	13.86						
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17	16.98						
	Adjacent Remote Site Collocation			CLORS	PE1RU		755.62	755.62						
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RT	0.134								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RS	6.27								
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS									
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.														
	Virtual Remote Site Collocation			VE1RS	VE1RB		307.70	307.70	168.22	168.22				
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RC	201.42								
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RR		115.87	115.87						
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		37.56	37.56						
ADJACENT COLLOCATION														
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41								
	Adjacent Collocation - 2-Wire Cross-Connects			UEANLUEQ,UEAU	PE1JE	0.02	12.30	11.80	6.03	5.44				
	Adjacent Collocation - 4-Wire Cross-Connects			CL,UAL,UHL,UDN	PE1JF	0.04	12.39	11.87	6.39	5.73				
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PE1JG	1.03	22.03	15.93	6.40	5.79				
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92				
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JI	2.36	20.89	15.20	7.38	5.92				
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JJ	4.52	25.55	19.86	9.71	8.25				
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06								
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)			CLOAC	PE1JO									
Note: ICB means Individual Case Basis														
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.														

COLLOCATION - Florida															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Elec Submitted per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Add'l	SOME	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PEICB		169.96		149.97						
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PEIC5		4.52		5.35						
	Virtual to Physical														
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PEIBV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PEIBO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PEIB1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PEIB3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PEIBR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PEIBP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PEIBS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PEIBE		37.00								
	Entrance Cable														
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PEIPM	5.19									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)			CLO	PEIEC		994.12		43.84						
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PEIED		7.43								
	Virtual Collocation														
	Application														
	Virtual Collocation - Application Fee			AMTFS	EAF		1,241.00		1.20						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VEICA		564.81								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VEIAF		760.91		1.20						
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.28									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.95									
	Virtual Collocation - Power, DC power, per Used Amp			AMTFS	VEIPF	10.69									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCAX	UEAC2	0.0201	7.32	5.37	4.58	2.71					
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0403	8.00	5.75	5.00	2.69					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPDX	CNC1X	0.3786	7.88	6.26	1.35	0.9915					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UDL3X, UNLD3	CND3X	4.16	32.40	31.03	11.15	10.98					
	Virtual collocation - Special Access & UNE, cross-connect per DS3														

COLLOCATION - Florida															
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.75	28.26	25.85	13.78	11.01					
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.50	37.92	35.51	18.20	15.44					
	Virtual Collocation - 4-Fiber Cross Connects														
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0008									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0012									
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSR, UEP2C	VE1R2	0.0201	7.32	5.37	4.58	2.71					
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0403	8.00	5.75	5.00	2.69					
CFA															
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		79.52								
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively			AMTFS	VE1BA		1,515.00	973.64	256.35						
	Virtual Collocation Cable Records - per request			AMTFS	VE1BB		646.84		362.41						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BC		9.11		10.80						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BD		4.52		5.35						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BE		15.81		18.73						
	Virtual Collocation Cable Records - DS3, per T3TIE														
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.96		149.97						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.35						
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.65	22.05							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.63	28.89							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		55.62	35.73							
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		54.05	22.05							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		72.18	28.89							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.31	35.73							
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,473.00		43.84						
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	4.54									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		612.23		270.35						
	Gabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	154.59									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		23.28								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		223.91								

COLLOCATION - Florida														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B		
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMECE	SOMAN	OSS Rates(\$) SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		73.39							
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		208.02							
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.65	22.05						
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.63	28.89						
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		55.62	35.73						
	Adjacent Remote Site Collocation													
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62						
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134								
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27								
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.													
	Virtual Remote Site Collocation													
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		612.23		270.35					
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	154.59								
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		223.91							
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		73.39							
	ADJACENT COLLOCATION													
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.1666								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	4.62								
	Adjacent Collocation - 2-Wire Cross-Connects			UEANLUEQ,UEAU	PE1JE	0.0194	7.32	5.37	4.58	2.71				
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UDL	PE1JF	0.0388	8.00	5.75	5.00	2.69				
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.3708	7.88	6.26	1.35	0.9915				
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	4.14	32.40	31.03	11.15	10.98				
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	1.70	28.26	25.85	13.78	11.01				
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	3.33	37.92	35.51	18.20	15.44				
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,763.00		1.02					
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.26								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.53								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.80								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	36.47								
	Adjacent Collocation - Cable Support Structure per Entrance Cable			CLOAC	PE1JP	5.19								
	Note: Rates displaying an "i" in Interim column are interim as a result of a Commission order.													

COLLOCATION - Georgia																	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Nonrecurring		Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						First	Add'l	First	Add'l								
						Rec				SOME	SOMAN	OSS Rates(\$)			SOMAN	SOMAN	SOMAN
				UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC5X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPPDX, UEPSR, UEPSB, UEFSE, UEPSP	PEIP3	4.06											
	Physical Collocation - DS3 Cross-Connect, provisioning			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDL03, UDL12, UDF	PEIF2	1.72											
	Physical Collocation - 2-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDL03, UDL12, UDF, UDFCX	PEIF4	3.30											
	Physical Collocation - 4-Fiber Cross-Connect																
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.																
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PEIES	0.001											
				CLO	PEIDS	0.0015											
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSX, UEPC2C, UEPEX, UEPCD	PEIR2	0.0197											
	Physical Collocation 4-Wire Cross Connect, Port				PEIR4	0.0393											
Security																	
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PEIBT	16.52	10.83										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PEIOT	21.92	14.19										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PEIPT	27.31	17.55										
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PEIAY	0.0106											
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PEIA1	22.00											
	Physical Collocation - Security Access System - New Access Card Deactivation, per Card			CLO	PEIA4	8.72	8.72										
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PEIAA	5.38											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PEIAR	17.01											
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PEIAK	13.20											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PEIAL	13.20											
CFA																	
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PEIC9	77.42											
Cable																	
Records - Note: The rates in the First 4 Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively																	
Physical Collocation - Cable Records, per request				CLO	PEICR	743.65	\$ 478.06	125.75									
Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)				CLO	PEICD	317.60		177.77									
Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair				CLO	PEICO	4.48		5.30									

COLLOCATION - Georgia															
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B		Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring Add'l	Nonrecurring First	Discontinue Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
								2.22							
	Physical Collocation, Cable Records, DS1, per T1 TIE				PE1C1				2.63						
	Physical Collocation, Cable Records, DS3, per T3 TIE				PE1C3			7.76	9.19						
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				PE1CB			83.45	73.57						
	Physical Collocation, Cable Records, CAT5/RJ45				PE1C5			2.22	2.63						
	Virtual to Physical														
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				PE1BV			33.00							
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit				PE1BO			33.00							
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				PE1B1			52.00							
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				PE1B3			52.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, per Voice Grade Circuit				PE1BR			23.00							
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit				PE1BP			23.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit				PE1BS			33.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit				PE1BE			37.00							
	Entrance Cable														
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable				PE1BD			736.93	21.51						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable				PE1PM	7.21									
	Physical Collocation, Entrance Cable Support Structure, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)				PE1EE	0.2629									
	Physical Collocation, Entrance Cable Installation, Copper, per Cable (CO Manhole to Collocation Space)				PE1EF			755.15	21.51						
	Physical Collocation, Entrance Cable Installation, Copper, per each 100 pairs or fraction thereof (CO Manhole to Collocation Space)				PE1EG			9.12							
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber				PE1ED			3.90							
	VIRTUAL COLLOCATION														
	Application														
	Virtual Collocation - Application Fee				AMTFS										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				AMTFS			609.52	0.59						
	Virtual Collocation Administrative Only - Application Fee				AMTFS			583.18							
	Space Preparation							609.52							
	Virtual Collocation - Floor Space, per sq. ft.				AMTFS	4.52									
	Power														
	Virtual Collocation - Power, per fused amp				ESPAX	4.78									
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX											
	Virtual Collocation - 2-wire cross-connect, loop, provisioning				UEAC2	0.0188									
				UEA, UHL, UCL, UDL, UNCVX, UNCDX											
	Virtual Collocation - 4-wire cross-connect, loop, provisioning				UEAC4	0.0375									

COLLOCATION - Georgia										Attachment: 4 Exh B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect					
							First	Add'l						
										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
				ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPDX	CNC1X	0.3726								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC5X, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3										
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X	4.06								
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.73								
	Virtual Collocation - 2 Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF										
	Virtual Collocation - 4 Fiber Cross Connects				CNC4F	3.45								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VEICB	0.001								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VEICD	0.0015								
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSL, UEPSR, UEPC2C	VEIR2	0.0188								
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VEIR4	0.0375								
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VEIQR		77.42							
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial 1" & "Subsequent S" respectively														
	Virtual Collocation Cable Records - per request			AMTFS	VEIBA		743.65	478.06				125.75		
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VEIBB		317.60					177.77		
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VEIBC		4.48					5.30		
	Virtual Collocation Cable Records - DS1, per T1T1E			AMTFS	VEIBD		2.22					2.63		
	Virtual Collocation Cable Records - DS3, per T3T1E			AMTFS	VEIBE		7.76					9.19		
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VEIBF		83.45					73.57		
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VEIB5		2.22					2.63		
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours													
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTBX		16.52	10.83						
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTOX		21.92	14.19						
Maintenance	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.31	17.55						
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		26.54	10.83						
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.44	14.19						
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		44.34	17.55						
Entrance Cable														

COLLOCATION - Georgia																	
CATEGORY	RATE ELEMENTS		Interl m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect Add'l							
								First	Add'l								
												SOME	SOMAN				
														SOMAN			
OSS Rates(\$)			SOMAN	SOMAN	SOMAN												
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	15.44										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	35.65										
		Adjacent Collocation - 240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	35.65										
		Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															

COLLOCATION - Kentucky										Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l							First

COLLOCATION - Kentucky														
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B		
						Rec	Nonrecurring Add'l	First	Discontinue Add'l	SOMECH	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		169.63	154.85						
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		4.52	5.54						
	Virtual to Physical													
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00							
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00							
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00							
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00							
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS1 Circuit			CLO	PE1BS		33.00							
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00							
	Entrance Cable													
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		1,729.11	45.16						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	19.86								
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		7.75							
VIRTUAL COLLOCATION														
	Application													
	Virtual Collocation - Application Fee			AMTFS	EAF		2,419.86	1.01						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.20							
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		742.12							
	Space Preparation													
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPX	7.99								
	Power													
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	8.06								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)														
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCXX, UNCDX, UNCXX	UEAC2	0.0309	24.68	23.68	12.14	10.95				
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCXX, UNCDX	UEAC4	0.0619	24.88	23.82	12.77	11.46				
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			ULR, UXTD1, UNCXX, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPDX										
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1T3, ULDS1, ULDSX, UNLD3	CNC1X	1.48	44.23	31.98	12.81	11.57				
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X	18.89	41.93	30.51	14.75	11.83				

COLLOCATION - Kentucky																	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)			SOMAN	SOMAN	SOMAN		
							First	Add'l									
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3 ULD12, ULD48, UDF	CNC2F	3.80	41.94	30.51	14.76	11.84							
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3 ULD12, ULD48, UDF	CNC4F	7.59	51.29	39.87	19.41	16.49							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0012											
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0018											
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSF, UEPSR, UEP2C	VE1R2	0.0309	24.68	23.68	12.14	10.95							
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0619	24.88	23.82	12.77	11.46							
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.55										
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively			AMTFS	VE1BA		1,524.45	980.01	267.02								
	Virtual Collocation Cable Records - per request			AMTFS	VE1BB		656.37		379.70								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		9.65		11.84								
	Virtual Collocation Cable Records -DS1, per T1TIE			AMTFS	VE1BD		4.52		5.54								
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.81		19.39								
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		169.63		154.85								
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.52		5.54								
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.98	21.53									
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		44.26	27.81									
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.54	34.09									
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		56.07	21.53									
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		73.23	27.81									
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		90.39	34.09									
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,729.11		45.16								
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.38											
COLLOCATION IN THE REMOTE SITE																	
Physical Remote Site Collocation																	
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.78		338.89								
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67											
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.29										
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.64										

COLLOCATION - Kentucky														Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l		Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Nonrecurring		Nonrecurring Disconnect First	OSS Rates(\$)								
						Rec	Add'l		SOMAN			SOMAN					
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE			75.40									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per OO			CLORS	PE1RR			233.42									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT			33.98	21.53								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT			44.26	27.81								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT			54.54	34.09								
	Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU			755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134											
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27											
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
	Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB			615.60		337.70							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	224.41											
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR			231.82									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL			75.13									
	ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0173											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.35											
	Adjacent Collocation - 2-Wire Cross-Connects			UEANLUEQ,UEAU	PE1JE	0.0258		24.68	23.68	12.14	10.95						
	Adjacent Collocation - 4-Wire Cross-Connects			UEAUHL,UDL,UOL	PE1JF	0.0515		24.88	23.82	12.77	11.46						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.37		44.23	41.38	12.81	11.57						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	18.61		41.93	30.51	14.75	11.83						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.15		41.93	30.51	14.76	11.84						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.02		51.29	39.87	19.41	16.49						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB			3,165.50									
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.44											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.88											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.32											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.68											
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

COLLOCATION - Louisiana										Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect						OSS Rates(\$)
							First	Add'l							
				UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC5X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPPSP, CLO, ULDO3, ULD12, ULD48, U1TO3, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF	PEIP3	13.21	20.28	14.76							
	Physical Collocation - DS3 Cross-Connect, provisioning														
				ULD03, ULD12, ULD48, U1TO3, U1T03, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PEIF2	2.62	20.28	14.76							
	Physical Collocation - 2-Fiber Cross-Connect														
				ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PEIF4	4.65	24.81	19.29							
	Physical Collocation - 4-Fiber Cross-Connect														
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.														
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PEIES	0.001									
				CLO	PEIDS	0.0015									
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPPSP, UEPSX, UEPC2C, UEPEX, UEPPDD	PEIR2	0.0318	11.94	11.46							
	Physical Collocation 4-Wire Cross Connect, Port				PEIR4	0.0636	12.04	11.53							
Security															
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PEIBT		16.44	10.42							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PEIOT		21.41	13.45							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PEIPT		26.38	16.49							
	Physical Collocation - Security Access System - Security System per Central Office, per Sq. Ft.			CLO	PEIAY	0.0224									
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PEIA1	0.0579	27.50								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PEIAA		7.74								
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PEIAR		22.64								
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PEIAK		13.01								
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PEIAL		13.01								
CFA															
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PEIC9		77.43								
Cable Records															
	Recurring Collocation Cable Records - per request			CLO	PEICU	10.97									
	Recurring Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PEICE	5.29									
	Recurring Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PEICT	0.08									
	Recurring Collocation Cable Records - DS1, per T1T1E			CLO	PEIC2	0.04									
	Recurring Collocation Cable Records - DS3, per T3T1E			CLO	PEIC4	0.13									

COLLOCATION - Louisiana																
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B				Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Nonrecurring Add'l	First	Rec	Nonrecurring Add'l	First	Disconnect Add'l	SOMEK	SOMAN	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
	Recurring Collocation Cable Records - Fiber Cable, per 99 fiber records			CLO	PE1CG		1.37									
	Physical Collocation, Cable Records.CAT5/RJ45			CLO	PE1CG		0.04									
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV					33.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO					33.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1					52.00						
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSS Circuit			CLO	PE1B3					52.00						
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR					23.00						
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP					23.00						
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS					33.00						
	Physical Collocation - Virtual to Physical Collocation In-Place, per DSS Circuit			CLO	PE1BE					37.00						
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD					841.54						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM		18.31									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED					3.88						
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF					1,770.40						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA					583.30						
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF					741.97						
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX			3.20								
	Power															
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX			8.32								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCXX, UNCDX, UNCXX	UEAC2			0.0296		11.94						
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCXX, UNCDX	UEAC4			0.0591		12.04						
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UHL, UXTD1, UNCXX, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPDX												
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1T1, ULDS1, UDL3X, UNLD3	CNC1X			1.04		21.39						
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X			13.21		20.28						
										14.76						

COLLOCATION - Louisiana														
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B		
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st
							First	Add'l						
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3 ULD12, ULD48, UDF	CNC2F	2.65	20.29	14.76						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3 ULD12, ULD48, UDF	CNC4F	5.31	24.81	19.29						
	Virtual Collocation - 4-Fiber Cross Connects													
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001								
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015								
				UEPSX, UEPSB, UEPSE, UEPSF, UEPSR, UEP2C UEPDD, UEPEX	VE1R2 VE1R4	0.0296 0.0591	11.94 12.04	11.46 11.53						
	Virtual Collocation 2-Wire Cross Connect, Port													
	Virtual Collocation 4-Wire Cross Connect, Port													
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.43							
	Cable Records													
	Virtual Collocation Cable Records - per request(LA only)			AMTFS	VE1BG	10.97								
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record(LA only)			AMTFS	VE1BH	5.29								
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair(LA only)			AMTFS	VE1BJ	0.08								
	Virtual Collocation Cable Records - DS1, per T1T1E(LA only)			AMTFS	VE1BK	0.04								
	Virtual Collocation Cable Records - DS3, per T3T1E(LA only)			AMTFS	VE1BL	0.13								
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records(LA only)			AMTFS	VE1BM	1.37								
	Virtual Collocation Cable Records - CAT 5/RJ45 (LA only)			AMTFS	VE1B6	0.04								
Security														
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.44	10.42						
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		21.41	13.45						
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		26.38	16.49						
Maintenance														
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.12	10.42						
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.42	13.45						
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		43.72	16.49						
Entrance Cable														
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		841.54							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	16.02								
COLLOCATION IN THE REMOTE SITE														
Physical Remote Site Collocation														
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		298.80							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39								
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.01							
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		112.52							

COLLOCATION - Louisiana														
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested				PE1RE									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR			233.21						
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT			16.44	10.42					
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT			21.41	13.45					
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT			26.38	16.49					
	Adjacent Remote Site Collocation													
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU			755.62	755.62					
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134								
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.														
	Virtual Remote Site Collocation													
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB			614.73	336.08					
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	257.01								
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR			231.49						
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL			75.02						
ADJACENT COLLOCATION														
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0552								
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.61								
				UEANLUEQ,UEA,U										
	Adjacent Collocation - 2-Wire Cross-Connects			CL UAL UHL UDN	PE1JE	0.0245		11.94	11.46					
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF			12.04	11.53					
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	0.9605		21.39	15.47					
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.01		20.28	14.76					
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.20		20.28	14.76					
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.21		24.81	19.29					
	Adjacent Collocation - Application Fee			CLOAC	PE1JB			1,543.20						
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.45								
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	10.92								
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	16.37								
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	37.80								
Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.														

COLLOCATION - Mississippi															
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs. Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							First	Add'l							SOMAN

COLLOCATION - Mississippi										Attachment: 4 Exh B				
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect					
							First	Add'l						
									SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
				UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNC3X, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPDX, UEPSR, UEPSB, UEPSE, UEPSP	PEIP3	14.49	21.01	15.29	7.61	6.10				
	Physical Collocation - DS3 Cross-Connect, provisioning			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF										
				ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PEIF2	2.87	21.01	15.29	7.61	6.10				
	Physical Collocation - 2-Fiber Cross-Connect													
					PEIF4	5.10	25.70	19.97	10.01	8.50				
	Physical Collocation - 4-Fiber Cross-Connect													
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable.				PEIES	0.001								
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.													
				CLO	PEIDS	0.0015								
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPSB, UEPSX, UEP2C, UEPEX, UEPDD	PEIR2	0.0288	12.37	11.87	6.04	5.45	15.75			
	Physical Collocation 4-Wire Cross Connect, Port				PEIR4	0.0576	12.47	11.94	6.59	5.91	15.75			
Security														
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour				PEIBT		17.02	10.79						
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour				PEIOT		22.17	13.94						
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour				PEIPT		27.32	17.08						
	Physical Collocation - Security Access System, Security System, per Central Office				PEIAX	75.23								
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State				PEIA1	0.0576	27.95							
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Request, per State, per Card				PEIAA		7.84							
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card				PEIAR		22.91							
	Physical Collocation - Security Access - Initial Key, per Key				PEIAK		13.17							
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key				PEIAL		13.17							
CFA														
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request				PEIC9		77.41							
Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively					PEICR									
	Physical Collocation - Cable Records, per request													
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)				PEICD		328.81			133.77				
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair				PEICO		4.84			190.22				
	Physical Collocation, Cable Records, DS1, per T1 TIE				PEIO1		2.27			5.93				
	Physical Collocation, Cable Records, DS3, per T3 TIE				PEIC3		7.92			2.78				
										9.72				

COLLOCATION - Mississippi															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l	SOMECH	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				PEICB										
	Physical Collocation, Cable Records,CAT5/RJ45			CLO	PEIC5		84.98		77.58						
	Virtual to Physical						2.27		2.78						
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PEIBV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PEIBO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PEIB1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSS Circuit			CLO	PEIB3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PEIBR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PEIBP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PEIBS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DSS Circuit			CLO	PEIBE		37.00								
	Entrance Cable														
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PEIBD		926.27		22.62						
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PEIPM	17.42									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PEIED		3.89								
VIRTUAL COLLOCATION															
	Application														
	Virtual Collocation - Application Fee			AMTFS	EAF		1,212.25		0.51						
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		583.13								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		740.76								
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	5.74									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.33									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
				UEANL, UEA, UDN, UAL, UHL, UQL, UEQ, UNCXX, UNCDX, UNCXX											
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UNCXX, UNCXX	UEAC2	0.0268	12.37	11.87	6.04	5.45					
				UEA, UHL, UQL, UDL, UNCXX, UNCDX	UEAC4	0.0536	12.47	11.94	6.59	5.91					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			ULR, UXTD1, UNCXX, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPDX											
	Virtual Collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNCXX, UNCXX, ULDD3, U1T3, ULDS1, UDL3X, UNLD3	CNC1X	1.14	22.16	16.02	6.60	5.97					
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X	14.49	21.01	15.29	7.61	6.10					

COLLOCATION - Mississippi																
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.91	21.01	15.29	7.61	6.10						
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.82	25.70	19.97	10.01	8.50						
	Virtual Collocation - 4-Fiber Cross Connects															
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.001										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0015										
				UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C UEPDD, UEPEX	VE1R2 VE1R4	0.0268 0.0536	12.37 12.47	11.87 11.94	6.04 6.59	5.45 5.91						
	Virtual Collocation 2-Wire Cross Connect, Port															
	Virtual Collocation 4-Wire Cross Connect, Port															
CFA																
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.41									
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial 1" & "Subsequent S" respectively															
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		763.69	490.94	133.77							
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		328.81		190.22							
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.84		5.93							
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.27		2.78							
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.92		9.72							
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.98		77.58							
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.27		2.78							
Security																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		17.02	10.79								
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.17	13.94								
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.32	17.08								
Maintenance																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		28.09	10.79								
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.69	13.94								
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.28	17.08								
Entrance Cable																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		926.27		22.62							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	15.24										
COLLOCATION IN THE REMOTE SITE																
Physical Remote Site Collocation																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		309.48		168.63							
	Gabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	210.05										
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.17									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		116.54									

COLLOCATION - Mississippi													Attachment: 4 Exh B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)							
							First	Add'l		SOMAN						SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PEIRE		37.77										
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PEIRR		233.14										
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PEIBT		17.02	10.79									
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PEIOT		22.17	13.94									
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PEIPT		27.32	17.08									
	Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PEIRU		755.62	755.62									
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PEIRT	0.134											
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PEIRS	6.27											
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
	Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VEIRS	VEIRB		309.48		168.63								
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VEIRS	VEIRC	210.05											
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VEIRS	VEIRR		116.54										
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VEIRS	VEIRL		37.77										
	ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PEIUA	0.0678											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PEIUC	4.68											
	Adjacent Collocation - 2-Wire Cross-Connects			UEANLUEQ,UEA,U	PEIUE	0.0223	12.37	11.87	6.04		5.45						
	Adjacent Collocation - 4-Wire Cross-Connects			CL,UAL,UHL,UDN	PEIUF	0.0446	12.47	11.94	6.59		5.91						
	Adjacent Collocation - DS1 Cross-Connects			UEA,UHL,UDL,UCL	PEIUG	1.05	22.16	16.02	6.60		5.97						
	Adjacent Collocation - DS3 Cross-Connects			USL	PEIUH	14.27	21.01	15.29	7.61		6.10						
	Adjacent Collocation - 2-Fiber Cross-Connect			UE3	PEIUJ	2.42	21.01	15.29	7.61		6.10						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PEIUJ	4.62	25.70	19.97	10.01		8.50						
	Adjacent Collocation - Application Fee			CLOAC	PEIUB		1,585.83										
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIUL	5.29											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIUM	10.58											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIUN	15.87											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIUO	36.65											
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

COLLOCATION - North Carolina																
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l	SOMEK	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st	SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PEICB		163.61	143.32	143.32							
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PEIC5		2.27	2.78								
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PEIBV		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PEIBO		33.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PEIB1		52.00									
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSS Circuit			CLO	PEIB3		52.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PEIBR		23.00									
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PEIBP		23.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PEIBS		33.00									
	Physical Collocation - Virtual to Physical Collocation In-Place, per DSS Circuit			CLO	PEIBE		37.00									
	Entrance Cable															
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PEIBD		1,233.00									
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PEIPM	20.57										
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PEIED		7.79									
VIRTUAL COLLOCATION																
	Application															
	Virtual Collocation - Application Fee			AMTFS	EAF		1,195.00									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VEICA		317.20									
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VEIAF		741.44									
	Space Preparation															
	Virtual Collocation - Floor Space, per sq. ft.	I		AMTFS	ESPVX	2.69										
	Power															
	Virtual Collocation - Power, per fused amp	I		AMTFS	ESPAX	7.65										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCXX	UEAC2	0.0225	19.77	14.95								
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.0449	19.95	15.05								
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPDX, USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC5X, ULDD3, U1TS1, ULDS1, UDL5X, UNLD3	CNC1X	0.4195	39.15	23.20								
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X	4.41	38.25	21.94								

COLLOCATION - North Carolina															
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring Add'l		Nonrecurring Disconnect Add'l	SOME	SOMAN	OSS Rates(\$)	SOMAN	SOMAN	SOMAN
							First	Add'l	First						
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	1.96	38.25	21.94							
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	3.93	43.96	26.17							
	Virtual Collocation - 4-Fiber Cross Connects														
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0028									
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0041									
				UEPSX, UEPSB, UEPSE, UEPSP, UEPSR, UEP2C	VE1R2	0.0225	19.77	14.95							
	Virtual Collocation 2-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.0449	19.95	15.05							
	Virtual Collocation 4-Wire Cross Connect, Port														
CFA															
	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.48								
	Cable Records - Note: The rates in the First & Additional columns will actually be billed as "Initial I" & "Subsequent S" respectively														
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	1,458.00	937.29	245.00	245.00						
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		622.69	346.35	346.35						
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		8.77	10.32	10.32						
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		4.35	5.11	5.11						
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		15.22	17.90	17.90						
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		163.61	143.32	143.32						
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		4.35	5.11	5.11						
Security															
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.68	21.34							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		43.87	27.57							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		54.06	33.80							
Maintenance															
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		52.03	21.22							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		69.48	27.81							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		86.94	34.40							
Entrance Cable															
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,233.00								
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	13.28									
COLLOCATION IN THE REMOTE SITE															
Physical Remote Site Collocation															
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		589.38	258.38							
	Gabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	218.07									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		15.00								
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		215.55								

COLLOCATION - North Carolina													Attachment: 4 Exh B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect						OSS Rates(\$)		
							First	Add'l							SOMECH	SOMAN	SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PEIRE			70.65									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PEIRR			232.94									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PEIBT			33.68	21.34								
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PEIOT			43.87	27.57								
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PEIPT			54.06	33.80								
	Adjacent Remote Site Collocation																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PEIRU			755.62	755.62								
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PEIRT	0.134											
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PEIRS	6.27											
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.																
	Virtual Remote Site Collocation																
	Virtual Collocation in the Remote Site - Application Fee			VEIRS	VEIRB			589.38		258.38							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VEIRS	VEIRC	218.07											
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VEIRS	VEIRR			215.55									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VEIRS	VEIRL			70.65									
	ADJACENT COLLOCATION																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PEIUA	0.1555											
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PEIUC	5.78											
				UEANLUEQ,UEA,U													
	Adjacent Collocation - 2-Wire Cross-Connects			CL UAL UHL UDN	PEIUE	0.0239		19.77	14.95								
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL UDL UCL	PEIUF	0.0477		19.95	15.05								
	Adjacent Collocation - DS1 Cross-Connects			USL	PEIUG	1.28		39.15	23.20								
	Adjacent Collocation - DS3 Cross-Connects			UE3	PEIUH	17.35		38.25	21.94								
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PEIUJ	2.94		38.25	21.94								
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PEIUK	5.62		43.96	26.17								
	Adjacent Collocation - Application Fee			CLOAC	PEIUB			2,266.00		0.5842							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIUL	5.50											
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIUM	11.01											
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIUN	16.51											
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PEIUO	38.12											
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.																

COLLOCATION - South Carolina																		
CATEGORY	RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
									Rec	Nonrecurring		Nonrecurring Disconnect						
										First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	
PHYSICAL COLLOCATION	Application																	
		Physical Collocation - Initial Application Fee																
		Physical Collocation - Subsequent Application Fee																
		Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1BA			1,883.67				0.51					
		Physical Collocation - Application Fee, per application			CLO	PE1CA			1,570.10				0.51					
		Physical Collocation Administrative Only - Application Fee			CLO	PE1DT			584.42									
		Physical Collocation - Application Cost, Simple Augment			CLO	PE1BL			743.66									
		Physical Collocation - Application Cost, Minor Augment			CLO	PE1KS			594.27				1.21					
		Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1KM			833.26				1.21					
		Physical Collocation - Application Cost - Major Augment			CLO	PE1K1			1,058.00				1.21					
Space Preparation																		
		Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		3.95										
		Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		197.69										
		Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		219.19										
		Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		21.50										
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		2.75										
		Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		3.24										
		Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		110.16										
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ			602.05									
		Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR			1,077.57									
Power																		
		Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		9.19										
		Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		5.67										
		Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		11.36										
		Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		17.03										
		Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		39.33										
		Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
					UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2	0.0341	12.32	11.83	6.04			5.45					
		Physical Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4	0.0682	12.42	11.90	6.40			5.74					
					WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSP, USL, UEPX, UEPDX													
Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning				PE1P1	1.12	22.08	15.96	6.42			5.80							

COLLOCATION - South Carolina															
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l	SOME	SOMAN	OSS Rates(\$)		SOMAN	SOMAN
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB		84.68	77.30							
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5		2.26	2.77							
	Virtual to Physical														
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO		33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1		52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3		52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR		23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP		23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS		33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE		37.00								
	Entrance Cable														
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD		794.22	22.54							
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	21.33									
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED		3.87								
VIRTUAL COLLOCATION															
	Application														
	Virtual Collocation - Application Fee			AMTFS	EAF		1,207.95	0.51							
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA		584.42								
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF		743.66								
	Space Preparation														
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95									
	Power														
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19									
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UQL, UEQ, UNCXX, UNCDX, UNCXX	UEAC2	0.0317	12.32	11.83	6.04	5.45					
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UQL, UDL, UNCXX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74					
	Virtual collocation - Special Access & UNE, cross-connect per DS1			UHL, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPPDX	CNC1X	1.12	22.08	15.96	6.42	5.80					
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1T1, ULDS1, UDL3X, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93					

COLLOCATION - South Carolina										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Attachment: 4 Exh B
						Rec	Nonrecurring Add'l	First	Nonrecurring Disconnect Add'l	Svc Order Submitted Manually per LSR
										Incremental Charge - Manual Svc Order vs. Electronic-Add'l
										Incremental Charge - Manual Svc Order vs. Electronic-Add'l
										Incremental Charge - Manual Svc Order vs. Electronic-Add'l
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		37.64			
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		234.50			
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.96	10.75		
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.10	13.89		
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.23	17.02		
	Adjacent Remote Site Collocation									
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62		
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134				
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27				
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.									
	Virtual Remote Site Collocation									
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		616.76	337.19		
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	246.44				
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		232.25			
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		75.27			
	ADJACENT COLLOCATION									
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0939				
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	6.40				
	Adjacent Collocation - 2-Wire Cross-Connects			UEANLUEQ,UEAU	PE1JE	0.0264	12.32	11.83	5.45	
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UDL	PE1JF	0.0527	12.42	11.90	5.74	
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.08	15.96	5.80	
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	14.00	20.94	15.23	5.93	
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.37	20.94	15.23	5.93	
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.53	25.61	19.90	8.26	
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,580.20			
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.67				
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.36				
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.03				
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	39.33				
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.									

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Nonrecurring First	Add'l	Nonrecurring Disconnect				Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Add'l			
								Rec	First					SOMAN		
PHYSICAL COLLOCATION																
	Application															
	Physical Collocation - Initial Application Fee															
	Physical Collocation - Subsequent Application Fee			CLO	PE1BA		1,285.98									
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1CA		1,085.48									
	Physical Collocation - Power Reconfiguration Only, Application Fee			CLO	PE1DT		585.09									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1PR		400.10									
	Preparation			CLO	PE1BL		743.25									
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ	5.94										
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX	197.09										
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW	218.53										
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW	21.44										
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	2.74										
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL	2.95										
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM	100.14										
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		1,204.00									
	Physical Collocation - Space Availability Report, per Central Office Requested	I		CLO	PE1SR		2,027.00									
Power																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL	8.87										
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB	5.60										
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD	11.22										
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE	16.82										
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG	38.84										
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
				UEANLUEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX												
	Physical Collocation - 2-wire cross-connect, loop, provisioning			PE1P2		0.033	33.82		31.92							
	Physical Collocation - 4-wire cross-connect, loop, provisioning			PE1P4		0.066	33.94		31.95							
				UEA, UHL, UNCVX, UNCDX, UCL, UDL, WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSE, UEPSF, USL, UEPEX, UEPDX												
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			PE1P1		1.51	53.27		40.16							

COLLOCATION - Tennessee													Attachment: 4 Exh B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Nonrecurring First	Add'l	First	Nonrecurring Disconnect Add'l							
						Rec				SOMEC	SOMAN	SOMAN	SOMAN	SOMAN		
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)				PE1CB			279.42								
	Physical Collocation, Cable Records, CAT5/RJ45				PE1C5			8.45								
	Virtual to Physical															
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit				PE1BV			33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit				PE1BO			33.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit				PE1B1			52.00								
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit				PE1B3			52.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit				PE1BR			23.00								
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit				PE1BP			23.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit				PE1BS			33.00								
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit				PE1BE			37.00								
	Entrance Cable															
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable				PE1PM		19.80									
	Physical Collocation - Fiber Entrance Cable per Cable (CO manhole to vault splice)				PE1EC			1,071.00		43.10						
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber				PE1ED			7.29								
VIRTUAL COLLOCATION																
Application																
	Virtual Collocation - Application Fee				EAF			2,633.00				2.07	2.81	0.67	1.41	
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application				VE1CA			585.09								
	Virtual Collocation Administrative Only - Application Fee				VE1AF			743.25								
Space Preparation																
	Virtual Collocation - Floor Space, per sq. ft.				ESPVX			3.91								
Power																
	Virtual Collocation - Power, per fused amp				ESPAX			6.79								
Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)																
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNX												
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC2	0.57		11.62	9.90	10.38	8.66	2.07	2.81	0.67	1.41	
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEFPDX, USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNC3X, ULDD3, U1T1, ULDS1, UDL3X, UNLD3	UEAC4	0.57		11.81	10.04	10.44	8.67	2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS1				CNC1X	1.32		32.22	17.76	10.46	8.75	2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS3				CND3X	12.32		29.97	16.30	12.03	8.99	2.07	2.81	0.67	1.41	

COLLOCATION - Tennessee																		
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 4 Exh B			Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMECE	SOMAN	OSS Rates(\$)			SOMAN	SOMAN	SOMAN
				UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34					2.69	2.69	1.56	1.56
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35					2.69	2.69	1.56	1.56
	Virtual Collocation - 4-Fiber Cross Connects																	
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0013												
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS UEPSX, UEPSB, UEPSE, UEPSF, UEPSR, UEP2C UEPDD, UEPEX	VE1CD	0.0019												
	Virtual Collocation 2-Wire Cross Connect, Port				VE1R2	0.57	11.62	9.90	10.38	8.66					20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Port				VE1R4	0.57	11.81	10.04	10.44	8.67					20.35	10.54	13.32	1.40
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request				VE1QR		77.67											
	Cable Records																	
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA		1,711.00											
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		925.06											
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		18.05											
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		8.45											
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		29.57											
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		279.42											
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		8.45											
Security	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		33.15	20.44							2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		41.50	25.61							2.07	2.81	0.67	1.41
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		49.86	30.79							2.07	2.81	0.67	1.41
Maintenance	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64								2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77								2.07	2.81	0.67	1.41
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90								2.07	2.81	0.67	1.41
Entrance Cable	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		1,749.00								2.07	2.81	0.67	1.41
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX	17.87												
COLLOCATION IN THE REMOTE SITE																		
	Physical Remote Site Collocation																	
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		580.20		312.76									
	Gabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41												
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		24.69											
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		218.49											

COLLOCATION - Tennessee											Attachment: 4 Exh B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l			OSS Rates(\$)				
												Rec	SOMAN	SOMAN		SOMAN
	Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSDD), per Compact Disk, per OO			CLORS	PE1RR		234.15									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		33.91		21.49							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		44.17		27.76							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		54.42		34.02							
	Adjacent Remote Site Collocation															
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62		755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	6.27										
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.															
	Virtual Remote Site Collocation															
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		580.20		312.76							
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC	220.41										
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		218.49									
	Virtual Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			VE1RS	VE1RL		70.81									
	ADJACENT COLLOCATION															
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANLUEQ,UEAU CL,UAL,UHL,UDN	PE1JE	0.34	11.12		10.18		11.33		1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Wire Cross-Connects			UEAUHL,UDL,UCL	PE1JF	0.33	11.30		10.31		11.62		1.77	1.77	1.12	1.12
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.70	28.39		16.88		11.65		1.77	1.77	1.12	1.12
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	19.03	26.23		15.51		13.40		1.77	1.77	1.12	1.12
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	3.49	26.23		15.51		13.41		1.77	1.77	1.12	1.12
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	6.50	29.75		19.02		17.60		1.77	1.77	1.12	1.12
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		2,973.00		0.95				0.00	0.00	0.00	0.00
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	5.81										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	11.64										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	17.45										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	40.30										
	Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.															